

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. VA786-15-R-0185	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 05/04/2015	PAGE OF PAGES 1 of 84
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO. CODE	5. REQUISITION/PURCHASE REQUEST NO. PR 9125-000009	6. PROJECT NO. 812-NRM15-008
7. ISSUED BY Department of Veterans Affairs NCA Contracting Service, MSN I 5000 Wissahickon Ave Philadelphia, PA 19144	43C1	8. ADDRESS OFFER TO Department of Veterans Affairs NCA Contracting Service https://www.vendorportal.ecms.va.gov
9. FOR INFORMATION CALL:	A. NAME Iris Chen, iris.chen1@va.gov	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 215-381-3787 x 4635

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Contractor shall provide all labor, equipment, material and supervision necessary to demolish and dispose of off-site the existing combined HVAC System; layout and install high efficiency air cooled heat pump systems for both of the existing Maintenance Building and Administration Building. Replace a failing ¾" underground water pipe installed between the Maintenance Building and Administration Building. located at Grafton National Cemetery, 431 Walnut Street, Grafton, WV 26354.

This procurement is a 100% set-aside for Small Business Small - See Cascading set-aside procedure under 2.1.

FAR 52.228-13 Alternative Payment Protection is Applicable. See 4.6 under general conditions for choices.

NAICS CODE: 238220 Size Standard: \$15 Million, Magnitude of Construction: between \$25,000 and \$100,000.

Contractor shall begin performance within 15 calendar days and complete work within 120 calendar days after receiving the the notice to proceed.

Pre-bid Site Visit: 05/13/2015 @ 10:00am local time, meet at the Admin Office . This is the only organized site visit. contact COR: Chad Mayle at phone number (304) 265-2044 or email: Chad.Mayle@va.gov (see site visit provision)

For information regarding this solicitation, submit all questions by email before 05/15/2015 at 2:00 pm EST. Submit questions to Iris.Chen1@va.gov

Proposals due to the vendor's portal (hyperlink in Block 8) by: 05/25/2015 at 2:00 PM EST. See instructions on Page 37.

Vendor DUNS #: _____
Vendor POC: _____
Vendor Phone: _____
Vendor Email: _____

11. The Contractor shall begin performance within 15 calendar days and complete it within 120 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See 52.211-10.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate calendar days after award in Item 12B.) YES NO

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 2PM EST (hour) local time 05/25/2015 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
- D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER(Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) CODE _____ FACILITY CODE _____	15. TELEPHONE NO. (Include area code) 16. REMITTANCE ADDRESS (Include only if different than Item 14)
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17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.									
DATE									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) () <input checked="" type="checkbox"/> 15 U.S.C 657f(b)
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26. ADMINISTERED BY Department of Veterans Affairs NCA Contracting Service, MSN I 5000 Wissahickon Ave Philadelphia, PA 19144	CODE 43C1	27. PAYMENT WILL BE MADE BY Financial Services Center Electronic Invoicing http://www.ob10.com/us/en/veterans-affairs/ PHONE: _____ FAX: _____
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
--	--

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print) Iris Chen Contracting Officer
--	--

30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA
		BY _____

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SECTION B - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

B.1 SCOPE OF WORK

Project Location: GRAFTON NATIONAL CEMETERY

Project Title: Replacement of HVAC System & Potable Water Line

Project Control #: 812-NRM15-008

Contractor shall provide all labor, equipment, material and supervision necessary to: 1) perform a site visit; 2) demolish and dispose of off-site the existing combined Heating System; and 3) layout and install high efficiency air cooled heat pump systems for both heating and cooling of the existing Maintenance Building and Administration Building 4) Replace a failing ¾" underground water pipe installed between the Maintenance Building and Administration Building. All work is to be performed at the Grafton National Cemetery, 431 Walnut Street, Grafton, WV 26354

Site Visit: Offerors are required to inspect the site where work is to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. In no event shall failure to inspect the site constitute grounds for a claim after award. When you are planning to conduct a site visit / inspection at the Grafton National Cemetery, YOU MUST CONTACT one of the following National Cemetery Administration personnel to make arrangements:

Site visit will be held on 05/13/2015 at 10am local time. If you are unable to attend, you may visit the cemetery during normal business hours, but no one will be available for information and there is a chance you will not be able to access all locations.

Cemetery POC(s):

Brian K. Barnes, Cemetery Director.....(304) 265-2044

Chad M. Mayle, Cemetery Caretaker Supervisor.....(304) 265-2044

Technical Information:

Thomas Vennoch, MSN I General Engineer.....(215) 381-3787 (ext. 4650)



Graphic Presentation of areas where Work shall be performed

B.2 PRICE SCHEDULE

Contractor shall provide all labor, equipment, material and supervision necessary.

ITEM NO.	DESCRIPTION	EST QTY	UNIT	TOTAL PRICE
001	Demolish and dispose of off-site the existing, obsolete HVAC system infrastructure.	1	JOB	\$ _____
002	Repair remaining, if needed, existing HVAC system and any mechanical, electrical or architectural infrastructure damaged by demolition to like new condition.	1	JOB	\$ _____
003	Installation of new duct work, as required	1	JOB	\$ _____
004	Verify if the existing Electrical Infrastructure can accommodate the proposed new System. Should the Electrical Infrastructure be sufficient a dollar value of \$0.00 shall be placed in Contract Line Item	1	JOB	\$ _____
005	layout and install high efficiency air cooled heat pump systems for both heating and cooling of the existing Maintenance Building and Administration Building.	1	JOB	\$ _____
006	Replace a failing ¾" underground water pipe installed between the Maintenance Building and Administration Building.	1	JOB	\$ _____
007	Supplemental heat – if supplemental heat is required; the Contractor shall provide electric resistance heating coil(s) built into the indoor Air Handling Unit. The supplemental heat shall be as recommended and installed by the Air Handling Unit manufacturer. If not needed a sum of \$0.00 shall be placed in Contract Line Item	1	JOB	\$ _____
GRAND TOTAL COST:				\$ _____
008	Bond			\$ _____

Duration: Term of the contract shall be hundred and twenty-days (120 days) from date of award. The Contractor shall complete all work within 120 calendar days after receipt of Notice of Award, subject to all terms, conditions, provisions and schedules of the contract.

NOTE:

1. The Contractor will note in his Project Narrative (technical proposal) whether or not the Heating Load Calculations determine if supplemental heat is required with the selected Heat Pump System(s). Should the Contractor determine that supplemental heat is required; the Contractor shall provide electric resistance heating coil(s) built into the indoor Air Handling Unit. The supplemental heat shall be as recommended and installed by the Air Handling Unit manufacture

2. Include a separate itemized cost estimate breakdown with your priced proposal (e.g. direct labor – sheet metal worker, engineer, etc., direct material/equipment costs, other costs, overhead, G&A, profit, etc...)

(END OF PRICE SCHEDULE)

B.3 STATEMENT OF WORK

STATEMENT OF WORK

STATEMENT OF WORK

1.0 Introduction and Background

Grafton National Cemetery currently has an Administration Building (Approximately 300 Square Feet) and Maintenance Building (Approximately 580 Square Feet) each receives Heating from an existing Natural Gas Fired, Ceiling hung Unit Heaters. Both Units have surpassed their life expectancy and are expected to fail. In addition, an existing 3/4" underground water pipe installed between the Maintenance Building and Administration Building is beginning to leak. The pipe run will be replaced.

2.0 Applicable Codes & Criteria

VA has adopted the latest edition of the following codes and standards as a minimum for all projects performed in the modernization, alteration, addition, or improvement of its real property and the construction of new structures. VA design Manuals and Master Specifications specify other codes and standards that VA follows on its projects:

- VA Directives, Design Manuals, Master Specifications, VA National CAD Standard Application Guide, and other Guidance on the Technical Information Library (TIL) (<http://www.cfm.va.gov/til/>).
- VA Sustainable Design Manual (May 2014)
- International Building Code (IBC) (Only when specifically referenced in VA Design Documents, see notes below)
- National Electrical Code (NEC)
- International Plumbing Code (IPC)
- International Mechanical Code (IMC)
- NFPA 101 Life Safety Code (see notes below)
- NFPA National Fire Codes with the exception of NFPA 5000 and NFPA 900
- Occupational, Safety and Health Administration (OSHA) Standards.
- VA Seismic Design Requirements, H-18-8
- Safety Code for Elevators and Escalators, American Society of Mechanical Engineers (ASME) A 17.1.
- ASME Boiler and Pressure Vessel Code
- ASME Code for Pressure Piping
- Architectural Barriers Act Accessibility Standards (ABAAS) including VA supplement, Barrier Free Design Guide (PG-18-13)
- Building Code Requirements for Reinforced Concrete, American Concrete Institute and Commentary (ACI 318)

- Manual of Steel Construction, Load and Resistance Factor Design Specifications for Structural Steel Buildings, American Institute of Steel Construction (AISC)
- Energy policy Act of 2005 (EPAAct)
- DOE Interim Final Rule: Energy Conservation Standards for New Federal, Commercial and Multi-Family High-Rise Residential Buildings and New Low-Rise Residential Buildings, 10 CFR Parts 433, 434 and 435.
- Federal Leadership in High Performance and Sustainable Buildings: Memorandum of Understanding (MOU)
- Executive Order 13423: Strengthening Federal Environmental, Energy, and Transportation Management.
- The Provisions for Construction and Safety Signs. Stated in the General Requirements Section 01010 of the VA Master Construction Specification.
- Ventilation for Acceptable Indoor Air Quality – ASHRAE Standard 62.1- 2004.
- Safety Standard for Refrigeration Systems – ASHRAE Standard 15 – 2007.

Local Codes: As an agency of the federal government, VA is not subject to local imposition of code enforcement procedures (drawing reviews, building permits, inspections, fees, etc.). VA must function as the Authority Having Jurisdiction (AHJ) and thus has the responsibility to guard public health and safety through enforcing its adopted codes. However, local authorities should be notified about planned projects and given opportunity to review drawings provided that VA does not pay for review or inspection fees.

NOTES:

1. NFPA 101 primarily addresses life safety and fire protection features while the IBC addresses a wide range of considerations, including, but not limited to, structural strength, seismic stability, sanitation, adequate light and ventilation, and energy conservation. VA buildings must meet the requirements of NFPA 101 and documents referenced by NFPA 101 in order to comply with the accreditation requirements of The Joint Commission. Therefore, designs shall comply with the requirements of the latest edition of NFPA 101 and documents referenced therein. Design features not addressed by NFPA 101 or documents referenced therein shall comply with the requirements of the latest edition of the IBC or as otherwise addressed above in this Program Guide. For design features that are addressed by both the IBC as well as NFPA 101 or a document referenced by NFPA 101, the requirements of NFPA 101 or the document referenced by NFPA 101 shall be used exclusively (this applies even if the IBC requirements are different).
2. Conflicts between Nationally Recognized Codes and Standards and VA Requirements – Should a conflict exist between VA requirements and VA adopted nationally recognized codes and standards, the most stringent requirement shall apply. The Contractor shall notify the Contracting Officer's Representative (COR) of any conflicts between any applicable codes, standards, regulations, and/or design criteria. The resolution of the conflict shall be made by the authority having jurisdiction for VA to ensure a consistency system wide.

Outdoor Design Conditions:

LOCATION: Grafton, West Virginia: (Clarksburg WV. Design Data)

1. Summer Design Dry Bulb Temperature: 90 degrees F (Cooling Season)
2. Summer Design Wet Bulb Temperature: 73 degrees F (Cooling Season)
3. Winter Design Dry Bulb Temperature: 6 degrees F (Heating Season)

Indoor Design Conditions:

Maintenance Building:

1. Summer – 75 degrees (Dry Bulb) F, 50% Relative Humidity Maximum
2. Winter - 68 degrees (Design Dry Bulb) F, 30% Relative Humidity Minimum

Maintenance Building:

1. Summer – 75 degrees (Dry Bulb) F, 50% Relative Humidity Maximum
2. Winter - 68 degrees (Design Dry Bulb) F, 30% Relative Humidity Minimum

3.0 Scope of Work

Contractor shall provide all labor, equipment, material and supervision necessary to: 1) perform a site visit; 2) demolish and dispose of off-site the existing combined Heating System; and 3) layout and install high efficiency air cooled heat pump systems for both heating and cooling of the existing Maintenance Building and Administration Building 4) Replace a failing ¾” underground water pipe installed between the Maintenance Building and Administration Building. All work is to be performed at the Grafton National Cemetery, 431 Walnut Street, Grafton, WV 26354.

The Contractor shall provide and install two Heat Pump systems. One system shall be dedicated to the Maintenance Building. And one system dedicated to the Administration Building. Both the Administration Building and the Maintenance Building have Electric Resistance Heaters in the Lavatories that shall remain as installed.

Work includes but is not limited to the following:

- 1) Provide deliverables to include an itemized Cost Estimate for performance of the contract work.
- 2) The Contractor shall provide and install High Efficiency Air cooled Heat Pump Systems approved by a professional mechanical engineer.
- 3) Documents shall include a Project Narrative, System Layout Drawings, Heating and Cooling Load Calculations. Detailed calculations for sizing equipment, and piping for the HVAC system.
- 4) Demolish and dispose of off-site the existing, obsolete HVAC system infrastructure.
- 5) Repair any mechanical, electrical or architectural infrastructure damaged by demolition to match existing conditions.
- 6) Perform any necessary mechanical, electrical or architectural infrastructure improvements necessary to implement the new HVAC System.
 - a. Installation of new duct work, as required.(Existing Outside Air Plenums associated with gas fired Unit Heaters)
 - b. Installation of new Heat Pump Components (Indoor and Outdoor)
 - c. Electrical Panel improvements/expansion, as required
 - d. Installation shall include all necessary accessories and operational controls
- 7) System Startup, Test Adjust & Balance (TAB), Commissioning.
- 8) Provide written warranty Information and Recommended Annual Maintenance Program.
- 9) Provide a minimum of 2 Hours of Operation Instruction to VA Personnel.
- 10) Provide a Separate Cost Proposal for Annual Maintenance.
- 11) Due to the close proximity of Gravesite markers; the Contractor Shall take great care in the excavation and removal of the existing ¾” Water Pipe (Approximately 55 Horizontal Linear Feet), and install a new Pipe of an equal inside pipe diameter, at a point below grade that ensures pipe will not freeze during Winter conditions. New Pipe installation shall be sanitized and tested before backfill of excavated trench occurs.
- 12) The Contractor Shall back-fill trench(s), careful not to damage newly installed piping. And re-establish the condition of the area prior to the beginning of the work.

4.0 Performance Details

4.1 The Contractor shall complete all work within 120 calendar days after receipt of Notice to proceed, subject to all terms, conditions, provisions and schedules of the contract.

4.2 The Contractor's place of performance is at Government facilities.

4.3 Travel

4.3.1 The Government anticipates Contractor travel under this effort to perform the tasks associated with the SOW, as well as to attend program-related meetings, conferences and draft request for progress payment meetings with the COR, throughout the period of performance. The Contractor shall include all estimated travel costs within the firm fixed price line items. These costs will not be directly reimbursed by the Government.

4.4 Work Hours at Government Facilities

4.4.1 Work may be performed between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. At the Contractor's request; with prior coordination with the cemetery director and with the written permission of the COR; work will also be permitted to be scheduled for weekends and/or Holidays, only in the following situations: In emergency situations caused by the Contractor, or when severe adverse weather prohibits work during the week, the Contractor shall arrange to work on weekends and/or holidays in order to meet the contract performance period. The Government will not compensate the Contractor for any alternate work schedules needed to complete all contract work within the contract performance period. No work will be permitted during Memorial Day or Veteran's Day weekend activities or during any other Federal Holidays. No work will be performed at the immediate site of a scheduled interment or ceremony. Notwithstanding, if any work under this contract is required outside of the VA's normal working hours (8:00 a.m. to 4:30 p.m. Monday through Friday excluding holidays), the Contractor shall coordinate with the cemetery director and COR and request a deviation in writing to the COR at least 72 hours in advance.

4.4.2 If work is authorized to be performed after hours or on weekends/holidays, and an emergency occurs, the Contractor shall contact the Police in the absence of the COR or Acting Director. The Police office will then contact Cemetery management or take appropriate action.

4.5 Daily Work At Government Facilities

4.5.1 When working on a Government site, the Contractor shall coordinate with the COR on a daily basis, before start of work, the daily work schedule to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony.

4.5.2 The Contractor shall execute daily work in such a manner as to interfere as little as possible with work being done by others. Keep roads clear of materials, debris, equipment and vehicles at all times. Materials and equipment shall not be stored in other than assigned areas. At the end of each day the Contractor shall maintain all Contractor and Government property impacted by the Contractor's performance of work in a high standard of quality and cleanliness required for a national shrine.

4.6 Contractor Personnel

4.6.1 Contractor personnel are subject to the cemetery rules of conduct. In addition to items listed in paragraph 6.14, the Contractor is responsible for ensuring that no contract work causes any committal service, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity, security, or safety of the event or visit is compromised.

4.6.2 The Contractor shall ensure Contractor employees providing work on this contract are fully trained and competent to perform the required work.

5.0 Specific Requirements and Deliverables

5.1 The Contractor performing this work shall demonstrate a minimum of seven (7) years' experience in mechanical systems & Plumbing Installation, specifically the installation of Ductless Mini Split Heat Pumps.

5.2 The Contractor shall submit the following Written Products for Government Approval: An Itemized Cost Estimate, a Project Narrative, System Drawings, and Specifications for performance of the work. The documents shall include Heating and Cooling Load Calculations. Submit catalog cuts for Equipment Selections, calculations for sizing equipment, duct work and piping for the complete HVAC system. All drawings shall be approved and signed and sealed by a licensed professional Mechanical engineer. All Written Products shall be submitted to the Government for approval. Approved, Approved as Noted, or Rejection, of the Submittal shall be provided to the Contractor within 15 working days the Submittal's receipt to the Government.

Additionally, the Contractor shall submit a Work Plan to the COR prior to the start of work. The Work Plan shall lay out the Contractor's approach, timeline and tools to be used in the execution of the contract; including equipment list, temporary facilities, utility connections, staging area, traffic controls, imported material description and borrow source, etc. The Contractor shall update and maintain the Work Plan throughout the period of performance and submit any changes to the COR.

5.3 High Efficiency Air Cooled Heat Pump System and Components:

5.3.1 The Contractor shall develop, provide, install, and make fully operational two separate Heat Pump systems. Both Systems shall be a Ductless Wall Hung Mini Split Heat pump one System shall be dedicated to the Administration Building and one system dedicated to the Maintenance Building. Each Heat Pump System shall consist of an outdoor unit comprised of one variable speed compressor and a refrigerant-to-air heat exchanger, with a minimum Seasonal Energy Efficiency Ratio (SEER) of 20.0 and a minimum Heating Seasonal Performance Factor (HSPF) of 9.0. The Refrigerant shall be Factory supplied type R-410A.

5.3.2 Indoor Ductless Wall Hung Mini Split Heat pump Indoor Air Handling Units: shall consist of a fully enclosed cabinet with service access to internal components, a variable speed fan. Cooling Coil Condensate shall be routed in a concealed location and be expelled from the building in an approved manner.

NOTE: The Contractor will note in his Project Narrative whether or not the Heating Load Calculations determine if supplemental heat is required with the selected Heat Pump System(s). Should the Contractor determine that supplemental heat is required; the Contractor shall provide electric resistance heating coil(s) built into the indoor Air Handling Unit. The supplemental heat shall be as recommended and installed by the Air Handling Unit manufacturer.

Both Indoor and Outdoor Units shall be new and of the same manufacturer.

5.3.3 The Contractor shall remove, reconfigure or replace the existing outdoor air intake plenums associated with the demolished Unit Heaters, as required to accommodate the new Heat Pump layout and function of each facility.

5.3.4 Due to the close proximity of Gravesite markers; the Contractor Shall take great care in the excavation and removal of the existing ¾" Water Pipe (Approximately 55 Horizontal Linear Feet), and install a new Pipe of an equal inside pipe diameter, at a point below grade that ensures pipe will not freeze during Winter conditions.

5.3.5. The Contractor Shall back-fill trench(s), careful not to damage newly installed Water piping. And re-establish the condition of the area, prior to the beginning of this work.

5.3.6 Each system shall include a Wall Mounted Thermostatic Control with the following functions: 7 Day Programmable, a System Alerts Display, Auto Changeover between Heating and Cooling, Weekly and Monthly System Runtime History.

5.4 Testing Adjusting & Balancing (TAB) & Commissioning (Combined).

5.4.1 General: Perform TAB & Commissioning in accordance with the requirements of the ACG Commissioning Guideline, NEBB Procedural Standards for Balancing and Commissioning, or SMACNA 1429 unless otherwise stated herein. Consider mandatory all recommendations and suggested practices contained in the Commissioning Standard.

5.4.2 Responsibilities: The Contractor shall perform all Balancing & Commissioning work. The Contractor shall prepare, no later than 21 days after the award of this project a comprehensive schedule, which will include all submittal requirements for procedures, notifications, reports and the Commissioning Report. After approval of the Commissioning Plan, revise the Contract schedule to reflect the schedule requirements in the Commissioning Plan.

5.4.3 **Functional Performance Test Checklist - Air Cooled Heat Pump Unit:**

For Outdoor Unit: [_____]

1. Functional Performance Test: Contractor shall demonstrate operation of refrigeration system in accordance with Manufacturers specifications including the following: Start building air handler to provide load for condensing unit. Activate controls system start sequence as follows.

- a. Start air handling unit. Verify control system energizes condensing unit start sequence. _____
- b. Verify and record data in 2 and 3 below.
- c. Shut off air handling equipment to verify condensing unit de-energizes. _____
- d. Restart air handling equipment one minute after condensing unit shut down. Verify condensing unit restart sequence. _____

2. Verify condensing unit amperage each phase and voltage phase to phase and phase to ground.

Motor Full-Load Amps _____

Amperage Phase 1 _____ Phase 2 _____ Phase 3 _____

Voltage Ph1-Ph2 _____ Ph1-Ph3 _____ Ph2-Ph3 _____

Voltage Ph1-gnd _____ Ph2-gnd _____ Ph3-gnd _____

3. Record the following information:

Ambient dry bulb temperature _____ degrees CF

Suction pressure _____ kPa gaugepsig

Discharge pressure _____ kPa gaugepsig

4. Unusual vibration, noise, etc. _____

5. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date:

Commissioning Contractor _____

Contracting Officer's Representative (COR) _____

5.4.4 **Functional Performance Test Checklist - Air Handling Unit**

For (Indoor) Air Handling Unit: [_____]

1. Functional Performance Test: Contractor shall verify operation of air handling unit in accordance with specification including the following:

a. The following shall be verified when the supply fan operating mode is initiated:

- (1) All dampers in normal position prior to fan start _____.
- (2) All valves in normal position prior to fan start _____.
- (3) System safeties allow start if safety conditions are met. _____

b. Occupied mode of operation:

- (1) Outside air damper at minimum position. _____
- (2) Return air damper open. _____

(3) Relief air damper at set position. _____

c. The following shall be verified when the supply fan "off" mode is initiated:

(1) Fan de-energizes. _____

(2) Outside air damper _____

d. Verify cooling coil and heating coil operation by varying thermostat set point from cooling set point to heating set point and returning to cooling setpoint _____

e. Verify safety shut down initiated by low temperature protection thermostat _____.

f. Verify occupancy schedule is programmed into time clock/ _____.

2. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Commissioning Contractor _____

Contracting Officer's Representative _____

5.5 Orientation for Contractor Key Employees: Contractor shall attend a pre-construction orientation meeting, prior to the start of work, as arranged by the COR.

5.6 Site Reporting Requirements: The Contractor shall report on a daily basis to the COR via the cemetery at start of work, when work is in progress at the cemetery. Contractor shall log in and obtain funeral and/or special schedules from the COR as defined herein. This check-in is mandatory. The Contractor shall review two week look ahead schedule and coordinate any deviations with the COR on a daily basis. **Vehicle authorization request shall be required for any vehicle entering the site and such request shall be submitted 24 hours before the date and time of access. Access shall be restricted to picking up and dropping off materials and supplies.**

5.7 Mandatory Points of Contact

5.7.1 Points of Contact for Department of Veterans Affairs National Cemetery Administration, Grafton National Cemetery, 431 Walnut Street, Grafton, WV 26354:

Brian K. Barnes, Cemetery Director..... (304) 265-2044

Chad M. Mayle, Cemetery Caretaker Supervisor..... (304) 265-2044

Thomas Vennoch, MSN I General Engineer.....(215) 381-3787 (ext. 4650)

5.7.2 Points of Contact (for Contractor – please indicate):

_____ Tele # : () _____ - _____

(Name & Title)

Fax # : () _____ - _____

E-Mail: _____

_____ Tele # : () _____ - _____

(Name & Title – Alternate POC)

E-Mail: _____

Note: If work is authorized to be performed after hours or on weekends / holidays, and an emergency occurs, the Contractor shall contact the Police in the absence of the COR or Acting Director. The Police office will then contact Cemetery management or take appropriate action.

5.8 Prior to commencing work, general contractor shall provide proof that an OSHA certified “competent person” (CP) (29 CFR 1926.20(b)(2)) will maintain a presence at the work site whenever the general or subcontractors are present.

5.9 Reserved.

5.10 Schedule: The Contractor shall furnish the COR with a schedule of approximate dates on which the Contractor intends to accomplish work in each specific area of the scope of work. In addition, the Contractor shall notify the COR two weeks in advance of the proposed date of starting work.

5.11 Submittals, Samples and Shop Drawings: Unless otherwise noted, submittals shall be made 14 days before commencing the work described in this Statement of Work. All finishes shall be submitted directly to the Cemetery Director for Approval. All other submittals shall be submitted directly to the COR or as indicated by the COR. Actual samples shall be provided as indicated. Photos or reproductions of the samples for review will not be accepted unless otherwise noted. Shop drawings shall be provided as indicated.

5.12 Survey: Before any work is started, the Contractor shall make a thorough survey with the COR of areas of buildings in which alterations will occur and areas which are anticipated routes of access, and furnish a report. This report shall list existing condition and types of resilient flooring, doors, windows, walls and other surfaces not required to be altered throughout the affected areas of building.

5.13 Demolition and Site Clearing

5.13.1 General Description: This section describes specific requirements for site preparation work, demolition and removal of buildings, portions of buildings, utilities, fencing, foundations, other structures and debris as indicated in paragraph 3.0 Scope of Work.

5.13.2 Protection

5.13.2.1 Perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of use of such utilities; and to provide free passage to and from such adjacent areas of structures.

5.13.2.2 Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations.

5.13.2.3 Prevent spread of flying particles and dust. Sprinkle rubbish and debris with water to keep dust to a minimum. Do not use water if it results in hazardous or objectionable condition such as, but not limited to; ice, flooding, or pollution. Vacuum and dust the work area daily.

5.13.2.4 In addition to previously listed fire and safety rules to be observed in performance of work:

5.13.2.4.1 Wherever a cutting torch or other equipment that might cause a fire is used, provide and maintain fire extinguishers nearby ready for immediate use. Instruct all possible users in use of fire extinguishers.

5.13.2.4.2 Keep hydrants clear and accessible at all times. Prohibit debris from accumulating within a radius of 4500 mm (15 feet) of fire hydrants.

5.13.2.5 Prior to beginning any demolition work, the Contractor shall survey the site and examine the statement of work to determine the extent of the work. Prior to demolition, the Contractor shall take measurements of all components necessary for in-kind replacement as described in paragraph 3.0 Scope of Work. The Contractor shall take necessary precautions to avoid damages to existing items to remain in place, to be reused, or to remain the property of the cemetery;

any damaged items shall be repaired or replaced by the Contractor as approved by the COR. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract. Provide new supports and reinforcement for existing construction weakened by demolition or removal works. Repairs, reinforcement, or structural replacement must have COR's approval.

5.13.3 Execution

5.13.3.1 Site Clearing

5.13.3.1.1 Remove trees, shrubs, grass, and other vegetation, pavements, improvements, or obstructions, as indicated by the COR, to permit installation of new construction. Removal includes digging out and off-site disposal of stumps and roots as indicated by the COR.

5.13.3.2 Demolition

5.13.3.2.1 Completely demolish and remove off-site buildings, structures, fencing, foundations, utilities and site infrastructure including all appurtenances related or connected thereto, as required for installation of new utility service lines.

5.13.3.2.2 Debris; including soil, concrete, stone, metals and other materials; shall become property of Contractor and shall be disposed of by him daily, off the Cemetery Property, to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in areas specified by the COR. Contractor shall dispose of debris in compliance with applicable federal, state or local permits, rules and/or regulations.

5.13.3.2.3 Remove and legally dispose of all materials, other than earth to remain as part of project work, from any trash dumps. Materials removed shall become property of contractor and shall be disposed of in compliance with applicable federal, state or local permits, rules and/or regulations. Materials that are located beneath the surface of the surrounding ground more than 1500 mm (5 feet), or materials that are discovered to be hazardous, shall be handled as unforeseen. The removal of hazardous material shall be referred to Hazardous Materials specifications. Burning is not permitted on the property.

5.13.4 Clean-up: On completion of demolition and site clearing and after removal of all debris, leave site in clean condition satisfactory to COR at the end of each day. Clean-up shall include off the Cemetery Property disposal of all items and materials not required to remain property of the Government as well as all debris and rubbish resulting from demolition operations.

5.13.5 Restoration of Damaged Property: If any direct or indirect damage is done to public or private property resulting from any act, omission, neglect, or misconduct, the Contractor shall restore the damaged property to a condition equal to that existing before the damage at no additional cost to the Government. Repair, rebuild, or restore property as directed or make good such damage in an acceptable manner.

5.14 TEMPORARY ENVIRONMENTAL CONTROLS

5.14.1 General Description. This section specifies the control of environmental pollution and damage that the Contractor must consider for air, water, and land resources. It includes management of visual aesthetics, noise, and solid waste, as well as other pollutants and resources encountered or generated by the Contractor. The Contractor is obligated to consider specified control measures with the costs included within the various contract items of work.

5.14.1.1 The contractor is obligated to develop procedures to provide environmental protection that complies with the applicable laws and regulations. Describe the procedures to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures as described in the Environmental Protection Plan.

5.14.1.2 The contractor is obligated to develop a Work Area Plan showing the proposed activity in each portion of the area and identifying the areas of construction limits or protected areas. Plan should include measures for marking the limits of use areas. This plan may be incorporated within the Environmental Protection Plan.

5.14.2 Protection of Environmental Resources

5.14.2.1 Protection of Land Resources: Prior to construction, identify all land resources to be preserved within the work area. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, land forms, wetlands or wetland buffers without prior approval from the COR. Do not fasten or attach ropes, cables, or guys to trees for anchorage unless specifically authorized, or dictated by special emergency use.

5.14.2.2 Work Area Limits: Prior to any construction, mark/fence/protect the areas that require work to be performed under this contract. Mark/fence/protect monuments, works of art, and markers prior to construction. Convey to all personnel the purpose of marking and protecting all marked and protected objects.

5.14.2.3 Handle and dispose of solid wastes in such a manner that will prevent contamination of the environment. Place solid wastes (excluding clearing debris) in containers that are emptied on a regular schedule. Transport all solid waste off Government property and dispose of waste in compliance with Federal, State, and local requirements.

5.14.2.4 Store chemical waste away from the work areas in corrosion resistant containers and dispose of waste in accordance with Federal, State, and local regulations.

5.15 COMMON WORK RESULTS FOR HVAC

5.15.1 GENERAL DESCRIPTION. THE REQUIREMENTS OF THIS SECTION APPLY TO ALL HEATING, VENTILATING, AND AIR CONDITIONING WORK.

5.15.2 QUALITY ASSURANCE

- A. Mechanical, electrical and associated systems shall be safe, reliable, efficient, durable, easily and safely operable and maintainable, easily and safely accessible, and in compliance with applicable codes as specified. The systems shall be comprised of high quality institutional-class and industrial-class products of manufacturers that are experienced specialists in the required product lines. All construction firms and personnel shall be experienced and qualified specialists in institutional HVAC construction.
- B. Flow Rate Tolerance for HVAC Equipment: Section 23 05 93, TESTING, ADJUSTING, AND BALANCING FOR HVAC.
- C. Equipment Vibration Tolerance:
 - 1. Refer to Section 23 05 41, NOISE AND VIBRATION CONTROL FOR HVAC PIPING AND EQUIPMENT. Equipment shall be factory-balanced to this tolerance and re-balanced on site, as necessary.
- D. Products Criteria:
 - 1. Standard Products: Material and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products for at least 2 years. The design, model and size of each item shall have been in satisfactory and efficient operation on at least three installations for approximately three years. However, digital electronics devices, software and systems such as controls, instruments, computer work

station, shall be the current generation of technology and basic design that has a proven satisfactory service record of at least three years. See other specification sections for any exceptions.

2. All items furnished shall be free from defects that would adversely affect the performance, maintainability and appearance of individual components and overall assembly.
3. Conform to codes and standards as required by the specifications. Conform to local codes, if required by local authorities such as the natural gas supplier, if the local codes are more stringent than those specified. Refer any conflicts to the Contracting Officers Technical Representative (RE/COTR).
4. Multiple Units: When two or more units of materials or equipment of the same type or class are required, these units shall be products of one manufacturer.
5. Assembled Units: Manufacturers of equipment assemblies, which use components made by others, assume complete responsibility for the final assembled product.
6. Nameplates: Nameplate bearing manufacturer's name or identifiable trademark shall be securely affixed in a conspicuous place on equipment, or name or trademark cast integrally with equipment, stamped or otherwise permanently marked on each item of equipment.
7. Asbestos products or equipment or materials containing asbestos shall not be used.

E. Equipment Service Organizations:

1. HVAC: Products and systems shall be supported by service organizations that maintain a complete inventory of repair parts and are located reasonably close to the site.

F. HVAC Mechanical Systems Welding: Before any welding is performed, contractor shall submit a certificate certifying that welders comply with the following requirements:

1. Qualify welding processes and operators for piping according to ASME Section IX, "Welding and Brazing Qualifications".
2. Certify that each welder has passed American Welding Society (AWS) qualification tests for the welding processes involved, and that certification is current.

G. Execution (Installation, Construction) Quality:

1. Apply and install all items in accordance with manufacturer's written instructions. Refer conflicts between the manufacturer's instructions and the contract drawings and specifications to the RE/COTR for resolution. Provide written hard copies or computer files of manufacturer's installation instructions to the RE/COTR at least two weeks prior to commencing installation of any item. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations is a cause for rejection of the material.
2. All items that require access, such as for operating, cleaning, servicing, maintenance, and calibration, shall be easily and safely accessible by persons standing at floor level, or standing on permanent platforms, without the use of portable ladders. Examples of these items include, but are not limited to: all types of valves, filters and strainers, transmitters, control devices. Prior to commencing installation work, refer conflicts between this requirement and contract drawings to the RE/COTR for resolution.

3. Provide complete layout drawings required by paragraph 3.0. Do not commence construction work on any system until the layout drawings have been approved.

5.15.2.1 SUBMITTALS

- A. Submit, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES, IAW requirements in the individual specification sections and in Section 5.0
- B. Contractor shall make all necessary field measurements and investigations to assure that the equipment and assemblies will meet contract requirements.
- C. If equipment is submitted which differs in arrangement from that shown, provide drawings that show the rearrangement of all associated systems. Approval will be given only if all features of the equipment and associated systems, including accessibility, are equivalent to that required by the contract.
- D. Prior to submitting shop drawings for approval, contractor shall certify in writing that manufacturers of all major items of equipment have each reviewed drawings and specifications, and have jointly coordinated and properly integrated their equipment and controls to provide a complete and efficient installation.
- E. Upon request by RE/COTR, provide lists of previous installations for selected items of equipment. Include contact persons who will serve as references, with telephone numbers and e-mail addresses.
- F. Submittals and shop drawings for interdependent items, containing applicable descriptive information, shall be furnished together and complete in a group. Coordinate and properly integrate materials and equipment in each group to provide a completely compatible and efficient installation. Final review and approvals will be made only by groups.
- G. Manufacturer's Literature and Data: Submit under the pertinent section rather than under this section.
 1. Submit electric motor data and variable speed drive data with the driven equipment.
 2. Equipment and materials identification.
 3. Fire-stopping materials.
 4. Hangers, inserts, supports and bracing.
 5. Wall, floor, and ceiling plates.
- H. HVAC Maintenance Data and Operating Instructions:
 1. Maintenance and operating manuals in accordance with Section 01 00 00, GENERAL REQUIREMENTS, Article, INSTRUCTIONS, for systems and equipment.
- I. Provide copies of approved HVAC equipment submittals to the Testing, Adjusting and Balancing Subcontractor.

5.15.2.2 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- B. Air Conditioning and Refrigeration Institute (ARI):
430-99 (R2002).....Central Station Air-Handling Units

- C. Rubber Manufacturers Association (ANSI/RMA):
 - IP-20-2007Drives Using Classical V-Belts and Sheaves
- D. Air Movement and Control Association (AMCA):
 - 410-96Recommended Safety Practices for Air Moving Devices
- E. American Society of Mechanical Engineers (ASME):
 - Boiler and Pressure Vessel Code (BPVC):
 - Section IX-2007 Welding and Brazing Qualifications
- F. American Society for Testing and Materials (ASTM):
 - A36/A36M-08.....Carbon Structural Steel
 - A575-96(2007).....Steel Bars, Carbon, Merchant Quality, M-Grades
 - E84-09.....Standard Test Method for Burning Characteristics of Building Materials
 - E119-08a.....Standard Test Method for Fire Tests of Building Construction and Materials
- G. Manufacturers Standardization Society (MSS) of the Valve and Fittings Industry, Inc:
 - SP-58-2002Pipe Hangers and Supports-Materials, Design and Manufacture
 - SP 69-2003.....Pipe Hangers and Supports-Selection and Application
 - SP 127-2001Bracing for Piping Systems, Seismic – Wind – Dynamic, Design, Selection, Application
- H. National Electrical Manufacturers Association (NEMA):
 - MG 1-2006.....Motors and Generators
- I. National Fire Protection Association (NFPA):
 - 70-08National Electrical Code
 - 90A-09Installation of Air Conditioning and Ventilating Systems
 - 101-09Life Safety Code

5.15.2.3 DELIVERY, STORAGE AND HANDLING

- A. Protection of Equipment:
 - 1. Equipment and material placed on the job site shall remain in the custody of the Contractor until phased acceptance, whether or not the Government has reimbursed the Contractor for the equipment and material. The Contractor is solely responsible for the protection of such equipment and material against any damage.
 - 2. Place damaged equipment in first class, new operating condition; or, replace same as determined and directed by the RE/COTR. Such repair or replacement shall be at no additional cost to the Government.
 - 3. Protect interiors of new equipment and piping systems against entry of foreign matter. Clean both inside and outside before painting or placing equipment in operation.
 - 4. Existing equipment and piping being worked on by the Contractor shall be under the custody and responsibility of the Contractor and shall be protected as required for new work.

B. Cleanliness of Piping and Equipment Systems:

1. Exercise care in storage and handling of equipment and piping material to be incorporated in the work. Remove debris arising from cutting, threading and welding of piping.
2. Piping systems shall be flushed, blown or pigged as necessary to deliver clean systems.
3. Clean interior of all tanks prior to delivery for beneficial use by the Government.
4. Contractor shall be fully responsible for all costs, damage, and delay arising from failure to provide clean systems.

5.15.3 - PRODUCTS

5.15.3.1 FACTORY-ASSEMBLED PRODUCTS

- A. Provide maximum standardization of components.
- B. Manufacturers of equipment assemblies that include components made by others shall assume complete responsibility for final assembled unit.
 1. All components of an assembled unit need not be products of same manufacturer.
 2. Constituent parts that are alike shall be products of a single manufacturer.
 3. Components shall be compatible with each other and with the total assembly for intended service.
 4. Contractor shall guarantee performance of assemblies of components, and shall repair or replace elements of the assemblies as required to deliver specified performance of the complete assembly.
- C. Components of equipment shall bear manufacturer's name and trademark, model number, serial number and performance data on a name plate securely affixed in a conspicuous place, or cast integral with, stamped or otherwise permanently marked upon the components of the equipment.
- D. Major items of equipment, which serve the same function, must be the same make and model. Exceptions will be permitted if performance requirements cannot be met.

5.15.3.2 COMPATIBILITY OF RELATED EQUIPMENT

- A. Equipment and materials installed shall be compatible in all respects with other items being furnished and with existing items so that the result will be a complete and fully operational plant that conforms to contract requirements.

5.15.3.3 LIFTING ATTACHMENTS

- A. Provide equipment with suitable lifting attachments to enable equipment to be lifted in its normal position. Lifting attachments shall withstand any handling conditions that might be encountered, without bending or distortion of shape, such as rapid lowering and braking of load.

5.15.3.4 ELECTRIC MOTORS

- A. All material and equipment furnished and installation methods shall conform to the requirements of Section 23 05 12, GENERAL MOTOR REQUIREMENTS FOR HVAC; Section 26 29 11, LOW-VOLTAGE MOTOR STARTERS; and, Section 26 05 21, LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (600 VOLTS AND BELOW). Provide all electrical wiring, conduit, and devices necessary for the proper connection, protection and operation of the systems. Provide special energy efficient motors as scheduled. Unless otherwise specified for a particular application use electric motors with the following requirements.
- B. Rating: Continuous duty at 100 percent capacity in an ambient temperature of 40 degrees centigrade (104 degrees F).
- C. Motor Efficiency and Power Factor: All motors, when specified as “high efficiency” by the project specifications on driven equipment, shall conform to efficiency and power factor requirements in Section 23 05 12, GENERAL MOTOR REQUIREMENTS FOR HVAC, with no consideration of annual service hours. Motor manufacturers generally define these efficiency requirements as “NEMA premium efficient” and the requirements generally exceed those of the Energy Policy Act of 1992 (EPACT). Motors not specified as “high efficiency” shall comply with EPACT.
- D. Insulation Resistance: Not less than one-half meg-ohm between stator conductors and frame, to be determined at the time of final inspection.

5.15.3.5 VARIABLE SPEED MOTOR CONTROLLERS

- A. Shall be integral to Heat Pump Unit.

5.15.3.6 EQUIPMENT AND MATERIALS IDENTIFICATION

- A. Interior (Indoor) Equipment: Engraved nameplates, with letters not less than 48 mm (3/16-inch) high of brass with black-filled letters, or rigid black plastic with white letters specified in Section 09 91 00, PAINTING permanently fastened to the equipment. Identify unit components such as coils, filters, fans, etc.
- B. Exterior (Outdoor) Equipment: Brass nameplates, with engraved black filled letters, not less than 48 mm (3/16-inch) high riveted or bolted to the equipment.
- C. Control Items: Label all temperature and humidity sensors, controllers and control dampers. Identify and label each item as they appear on the control diagrams.

5.15.3.7 FIRESTOPPING

- A. FIRESTOPPING specifies an effective barrier against the spread of fire, smoke and gases where penetrations occur for piping and ductwork. Refer to Section 23 07 11, HVAC, PLUMBING INSULATION, for firestop pipe and duct insulation.

5.15.3.8 GALVANIZED REPAIR COMPOUND

- A. Green Seal Standard GC-03, paint form.

5.15.3.9 HVAC PIPE AND EQUIPMENT SUPPORTS AND RESTRAINTS

- A. Vibration Isolators: Refer to Section 23 05 41, NOISE AND VIBRATION CONTROL FOR HVAC PIPING AND EQUIPMENT.
- B. Supports for Roof Mounted Items:
 - 1. Equipment: Equipment rails shall be galvanized steel, minimum 1.3 mm (18 gauge), with integral baseplate, continuous welded corner seams, factory installed 50 mm by 100 mm (2 by 4) treated wood nailer, 1.3 mm (18 gauge) galvanized steel counter flashing cap with screws, built-in cant strip, (except for gypsum or tectum deck), minimum height 280 mm (11 inches). For surface insulated roof deck, provide raised cant strip to start at the upper surface of the insulation.
 - 2. Pipe/duct pedestals: Provide a galvanized Unistrut channel welded to U-shaped mounting brackets which are secured to side of rail with galvanized lag bolts.
- C. Pipe Supports: Comply with MSS SP-58-2002. Type Numbers specified refer to this standard. For selection and application comply with MSS SP-69-2003. Refer to Section 05 50 00, METAL FABRICATIONS, for miscellaneous metal support materials and prime coat painting requirements.
- D. Attachment to Concrete Building Construction:
 - 1. Concrete insert: MSS SP-58-2002, Type 18.
 - 2. Self-drilling expansion shields and machine bolt expansion anchors: Permitted in concrete not less than 102 mm (four inches) thick when approved by the COR for each job condition.
 - 3. Power-driven fasteners: Permitted in existing concrete or masonry not less than 102 mm (four inches) thick when approved by the COR for each job condition.
- E. Attachment to Steel Building Construction:
 - 1. Welded attachment: MSS SP-58-2002, Type 22.
 - 2. Beam clamps: MSS SP-58-2002, Types 20, 21, 28 or 29. Type 23 C-clamp may be used for individual copper tubing up to 23mm (7/8-inch) outside diameter.
- F. Attachment to Metal Pan or Deck: As required for materials specified in Section 05 36 00, COMPOSITE METAL DECKING
- G. Attachment to Wood Construction: Wood screws or lag bolts.
- H. Hanger Rods: Hot-rolled steel, ASTM A36 or A575 for allowable load listed in MSS SP-58-2002. For piping, provide adjustment means for controlling level or slope. Types 13 or 15 turn-buckles shall provide 38 mm (1-1/2 inches) minimum of adjustment and incorporate locknuts. All-thread rods are acceptable.
- I. Hangers Supporting Multiple Pipes (Trapeze Hangers): Galvanized, cold formed, lipped steel channel horizontal member, not less than 41 mm by 41 mm (1-5/8 inches by 1-5/8 inches), 2.7 mm (No. 12 gage), designed to accept special spring held, hardened steel nuts.

1. Allowable hanger load: Manufacturers rating less 91kg (200 pounds).
2. Guide individual pipes on the horizontal member of every other trapeze hanger with 6 mm (1/4-inch) U-bolt fabricated from steel rod. Provide Type 40 insulation shield, secured by two 13mm (1/2-inch) galvanized steel bands, or preinsulated calcium silicate shield for insulated piping at each hanger.

J. Supports for Piping Systems:

1. Select hangers sized to encircle insulation on insulated piping. Refer to Section 23 07 11, HVAC, PLUMBING INSULATION for insulation thickness. To protect insulation, provide Type 39 saddles for roller type supports or preinsulated calcium silicate shields. Provide Type 40 insulation shield or preinsulated calcium silicate shield at all other types of supports and hangers including those for pre-insulated piping.

5.15.3.10 PIPE PENETRATIONS

- A. Install sleeves during construction.
- B. Penetrations are not allowed through beams or ribs, but may be installed in concrete beam flanges. Any deviation from these requirements must receive prior approval of RE/COTR.
- C. Sheet Metal, Plastic, or Moisture-resistant Fiber Sleeves: Provide for pipe passing through floors, interior walls, and partitions, unless brass or steel pipe sleeves are specifically called for below.
- D. Cast Iron or Zinc Coated Pipe Sleeves: Provide for pipe passing through exterior walls below grade. Make space between sleeve and pipe watertight with a modular or link rubber seal. Seal shall be applied at both ends of sleeve.
- E. Galvanized Steel or an alternate Black Iron Pipe with asphalt coating Sleeves: Provide for pipe passing through concrete beam flanges, except where brass pipe sleeves are called for.
- F. Brass Pipe Sleeves: Provide for pipe passing through quarry tile, terrazzo or ceramic tile floors. Connect sleeve with floor plate.
- G. Sleeves are not required for wall hydrants for fire department connections or in drywall construction.
- H. Sleeve Clearance: Sleeve through floors, walls, partitions, and beam flanges shall be one inch greater in diameter than external diameter of pipe. Sleeve for pipe with insulation shall be large enough to accommodate the insulation. Interior openings shall be caulked tight with fire stopping material and sealant to prevent the spread of fire, smoke, and gases.
- I. Sealant and Adhesives: Shall be as specified in Section 07 92 00, JOINT SEALANTS.

5.15.3.11 SPECIAL TOOLS AND LUBRICANTS

- A. Furnish, and turn over to the RE/COTR, special tools not readily available commercially, that are required for disassembly or adjustment of equipment and machinery furnished.

5.15.3.12 WALL, FLOOR AND CEILING PLATES

- A. Material and Type: Chrome plated brass or chrome plated steel, one piece or split type with concealed hinge, with set screw for fastening to pipe, or sleeve. Use plates that fit tight around pipes, cover openings around pipes and cover the entire pipe sleeve projection.
- B. Thickness: Not less than 2.4 mm (3/32-inch) for floor plates. For wall and ceiling plates, not less than 0.64 mm (0.025-inch) for up to 80 mm (3-inch pipe), 0.89 mm (0.035-inch) for larger pipe.
- C. Locations: Use where pipe penetrates floors, walls and ceilings in exposed locations, in finished areas only. Use also where insulation ends on exposed water supply pipe drop from overhead. Provide a watertight joint in spaces where brass or steel pipe sleeves are specified.

5.15.4 - EXECUTION

5.15.4.1 ARRANGEMENT AND INSTALLATION OF EQUIPMENT AND PIPING

- A. Coordinate location of piping, sleeves, inserts, hangers, ductwork and equipment. Locate piping, sleeves, inserts, hangers, ductwork and equipment clear of windows, doors, openings, light outlets, and other services and utilities. Prepare equipment layout drawings to coordinate proper location and personnel access of all facilities. Submit the drawings for review as required by Part 1. Follow manufacturer's published recommendations for installation methods not otherwise specified.
- B. Operating Personnel Access and Observation Provisions: Select and arrange all equipment and systems to provide clear view and easy access, without use of portable ladders, for maintenance and operation of all devices including, but not limited to: all equipment items, valves, filters, strainers, transmitters, sensors, control devices. All gages and indicators shall be clearly visible by personnel standing on the floor or on permanent platforms. Do not reduce or change maintenance and operating space and access provisions that are shown on the drawings.
- C. Equipment and Piping Support: Coordinate structural systems necessary for pipe and equipment support with pipe and equipment locations to permit proper installation.
- D. Location of pipe sleeves, trenches and chases shall be accurately coordinated with equipment and piping locations.
- E. Cutting Holes:
 - 1. Cut holes through concrete and masonry by rotary core drill. Pneumatic hammer, impact electric, and hand or manual hammer type drill will not be allowed, except as permitted by RE/COTR where working area space is limited.
 - 2. Locate holes to avoid interference with structural members such as beams or grade beams. Holes shall be laid out in advance and drilling done only after approval by RE/COTR. If the Contractor considers it necessary to drill through structural members, this matter shall be referred to RE/COTR for approval.
 - 3. Do not penetrate membrane waterproofing.
- F. Interconnection of Instrumentation or Control Devices: Generally, electrical and pneumatic interconnections are not shown but must be provided.

- G. Minor Piping: Generally, small diameter pipe runs from Cooling Coil condensate, drips and drains, water cooling, and other services are not shown but must be provided.
- H. Electrical Interconnection of Controls and Instruments: This generally not shown but must be provided. This includes interconnections of sensors, transmitters, transducers, control devices, control and instrumentation panels, instruments and computer workstations. Comply with NFPA-70.
- I. Protection and Cleaning:
1. Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations and as approved by the COR. Damaged or defective items in the opinion of the COR, shall be replaced.
 2. Protect all finished parts of equipment, such as shafts and bearings where accessible, from rust prior to operation by means of protective grease coating and wrapping. Close pipe openings with caps or plugs during installation. Tightly cover and protect fixtures and equipment against dirt, water chemical, or mechanical injury. At completion of all work thoroughly clean fixtures, exposed materials and equipment.
- J. Concrete and Grout: Use concrete and shrink compensating grout 25 MPa (3000 psi) minimum.
- K. Install gages, thermometers, valves and other devices with due regard for ease in reading or operating and maintaining said devices. Locate and position thermometers and gages to be easily read by operator or staff standing on floor or walkway provided. Servicing shall not require dismantling adjacent equipment or pipe work.
- L. Work in Existing Building:
1. Make alterations to existing service piping at times that will least interfere with normal operation of the facility.
 2. Cut required openings through existing masonry and reinforced concrete using diamond core drills. Use of pneumatic hammer type drills, impact type electric drills, and hand or manual hammer type drills, will be permitted only with approval of the COR. Locate openings that will least effect structural slabs, columns, ribs or beams. Refer to the COR for determination of proper design for openings through structural sections and opening layouts approval, prior to cutting or drilling into structure. After COR's approval, carefully cut opening through construction no larger than absolutely necessary for the required installation.
- M. Electrical Equipment: Every effort shall be made to eliminate the installation of pipe above electrical and telephone equipment. If this is not possible, encase pipe in a second pipe with a minimum of joints.
- N. Inaccessible Equipment:
1. Where the Government determines that the Contractor has installed equipment not conveniently accessible for operation and maintenance, equipment shall be removed and reinstalled or remedial action performed as directed at no additional cost to the Government.
 2. The term "conveniently accessible" is defined as capable of being reached without the use of ladders, or without climbing or crawling under or over obstacles such as motors, fans, pumps, belt guards, transformers, high voltage lines, piping, and ductwork.

5.15.4.2 TEMPORARY PIPING AND EQUIPMENT

- A. Continuity of operation of existing facilities will generally require temporary installation or relocation of equipment and piping.
- B. The Contractor shall provide all required facilities in accordance with the requirements of phased construction and maintenance of service. All piping and equipment shall be properly supported, sloped to drain, operate without excessive stress, and shall be insulated where injury can occur to personnel by contact with operating facilities. The requirements of Para. 3.1 apply.

5.15.4.3 RIGGING

- A. Design will be based on application of available equipment. Openings in building structures will be planned to accommodate design scheme.
- B. Alternative methods of equipment delivery may be offered by Contractor and will be considered by Government under specified restrictions of phasing and maintenance of service as well as structural integrity of the building.
- C. Close all openings in the building when not required for rigging operations to maintain proper environment in the facility for Government operation and maintenance of service.
- D. Contractor shall provide all facilities required to deliver specified equipment and place on foundations. Attachments to structures for rigging purposes and support of equipment on structures shall be Contractor's full responsibility. Upon request, the Government will check structure adequacy and advise Contractor of recommended restrictions.
- E. Contractor shall check all clearances, weight limitations and shall offer a rigging plan designed by a Registered Professional Engineer. All modifications to structures, including reinforcement thereof, shall be at Contractor's cost, time and responsibility.
- F. Rigging plan and methods shall be referred to RE/COTR for evaluation prior to actual work.
- G. Restore building to original condition upon completion of rigging work.

5.15.4.4 PIPE AND EQUIPMENT SUPPORTS

- A. Where hanger spacing does not correspond with joist or rib spacing, use structural steel channels secured directly to joist and rib structure that will correspond to the required hanger spacing, and then suspend the equipment and piping from the channels. Drill or burn holes in structural steel only with the prior approval of the RE/COTR.
- B. Use of chain, wire or strap hangers; wood for blocking, stays and bracing; or, hangers suspended from piping above will not be permitted. Replace or thoroughly clean rusty products and paint with zinc primer.
- C. Use hanger rods that are straight and vertical. Turnbuckles for vertical adjustments may be omitted where limited space prevents use. Provide a minimum of 15 mm (1/2-inch) clearance between pipe or piping covering and adjacent work.
- D. HVAC Horizontal Pipe Support Spacing: Refer to MSS SP-69-2003. Provide additional supports at valves, strainers, in-line pumps and other heavy components. Provide a support within one foot of each elbow.

E. Overhead Supports:

1. The basic structural system of the building is designed to sustain the loads imposed by equipment and piping to be supported overhead.
2. Provide steel structural members, in addition to those shown, of adequate capability to support the imposed loads, located in accordance with the final approved layout of equipment and piping.

F. Floor Supports:

1. Provide concrete bases, concrete anchor blocks and pedestals, and structural steel systems for support of equipment and piping. Anchor and dowel concrete bases and structural systems to resist forces under operating and seismic conditions (if applicable) without excessive displacement or structural failure.
2. Do not locate or install bases and supports until equipment mounted thereon has been approved. Size bases to match equipment mounted thereon plus 50 mm (2 inch) excess on all edges. Refer to structural drawings. Bases shall be neatly finished and smoothed, shall have chamfered edges at the top, and shall be suitable for painting.
3. All equipment shall be shimmed, leveled, firmly anchored, and grouted with epoxy grout. Anchor bolts shall be placed in sleeves, anchored to the bases. Fill the annular space between sleeves and bolts with a granular material to permit alignment and realignment.
4. For seismic anchoring, refer to Section 13 05 41, SEISMIC RESTRAINT REQUIREMENTS FOR NON-STRUCTURAL COMPONENTS.

5.15.4.5 MECHANICAL DEMOLITION

- A. Rigging access, other than indicated on the drawings, shall be provided by the Contractor after approval for structural integrity by the RE/COTR. Such access shall be provided without additional cost or time to the Government. Where work is in an operating plant, provide approved protection from dust and debris at all times for the safety of plant personnel and maintenance of plant operation and environment of the plant.
- B. In an operating plant, maintain the operation, cleanliness and safety. Government personnel will be carrying on their normal duties of operating, cleaning and maintaining equipment and plant operation. Confine the work to the immediate area concerned; maintain cleanliness and wet down demolished materials to eliminate dust. Do not permit debris to accumulate in the area to the detriment of plant operation. Perform all flame cutting to maintain the fire safety integrity of this plant. Adequate fire extinguishing facilities shall be available at all times. Perform all work in accordance with recognized fire protection standards. Inspection will be made by personnel of the VA Cemetery, and Contractor shall follow all directives of the RE/COTR with regard to rigging, safety, fire safety, and maintenance of operations.
- C. Completely remove all piping, wiring, conduit, and other devices associated with the equipment not to be re-used in the new work. This includes all pipe, valves, fittings, insulation, and all hangers including the top connection and any fastenings to building structural systems. Seal all openings, after removal of equipment, pipes, ducts, and other penetrations in roof, walls, floors, in an approved manner and in accordance with plans and specifications

where specifically covered. Structural integrity of the building system shall be maintained. Reference shall also be made to the drawings and specifications of the other disciplines in the project for additional facilities to be demolished or handled.

- D. All valves including gate, globe, ball, butterfly and check, all pressure gages and thermometers with wells shall remain Government property and shall be removed and delivered to RE/COTR and stored as directed. The Contractor shall remove all other material and equipment, devices and demolition debris under these plans and specifications. Such material shall be removed from Government property expeditiously and shall not be allowed to accumulate.

5.15.4.6 CLEANING AND PAINTING

- A. Prior to final inspection and acceptance of the plant and facilities for beneficial use by the Government, the plant facilities, equipment and systems shall be thoroughly cleaned and painted.
- B. In addition, the following special conditions apply:
1. Cleaning shall be thorough. Use cleaning materials and methods recommended by the manufacturers for the specific tasks. Remove all rust prior to painting and from surfaces to remain unpainted. Repair scratches, scuffs, and abrasions prior to applying prime and finish coats.
 2. Material And Equipment Not To Be Painted Includes:
 - a. Motors, controllers, control switches, and safety switches.
 - b. Control and interlock devices.
 - c. Regulators.
 - d. Pressure reducing valves.
 - e. Control valves and thermostatic elements.
 - f. Lubrication devices and grease fittings.
 - g. Copper, brass, aluminum, stainless steel and bronze surfaces.
 - h. Valve stems and rotating shafts.
 - i. Pressure gauges and thermometers.
 - j. Glass.
 - k. Name plates.
 3. Control and instrument panels shall be cleaned, damaged surfaces repaired, and shall be touched-up with matching paint obtained from panel manufacturer.
 4. Motors, steel and cast iron bases, and coupling guards shall be cleaned, and shall be touched-up with the same color as utilized by the pump manufacturer
 5. Final result shall be smooth, even-colored, even-textured factory finish on all items. Completely repaint the entire piece of equipment if necessary to achieve this.

5.15.4.7 IDENTIFICATION SIGNS

- A. Factory Built Equipment: Metal plate, securely attached, with name and address of manufacturer, serial number, model number, size and performance.
- B. Pipe Identification.

5.15.4.8 MOTOR AND DRIVE ALIGNMENT

- A. Direct-connect Drive: Securely mount motor in accurate alignment so that shafts are free from both angular and parallel misalignment when both motor and driven machine are operating at normal temperatures.

5.15.4.9 LUBRICATION

- A. Lubricate all devices requiring lubrication prior to initial operation, and field-check all devices for proper lubrication.
- B. Equip all devices with required lubrication fittings or devices.
- C. All lubrication points shall be accessible without disassembling equipment, except to remove access plates.

5.15.4.10 STARTUP AND TEMPORARY OPERATION

- A. Startup equipment per manufacturer's instructions. Verify that vibration is within specified tolerance prior to extended operation.

5.15.4.11 OPERATING AND PERFORMANCE TESTS

- A. Prior to the final inspection, perform required tests and submit the test reports and records to the RE/COTR.
- B. Should evidence of malfunction in any tested system, or piece of equipment or component part thereof, occur during or as a result of tests, make proper corrections, repairs or replacements, and repeat tests at no additional cost to the Government.
- C. When completion of certain work or system occurs at a time when final control settings and adjustments cannot be properly made to make performance tests, then make performance tests for heating systems and for cooling systems respectively during first actual seasonal use of respective systems following completion of work.

6.0 General Requirements

6.1 Fire Safety

6.1.1 Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926. Prior to start of work, prepare a plan detailing project-specific fire safety measures, including periodic status reports, and submit to COR.

6.1.2 Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.

6.1.3 Facilities: Separate temporary facilities, such as trailers, storage sheds, and dumpsters, from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet). Onsite staging area is to be defined by COR after contract award.

6.1.4 Temporary Electrical: Install, use and maintain installations in accordance with 29 CFR 1926, NFPA 241 and NFPA 70. If temporary electrical is required, the Contractor shall notify the COR prior to use of Temporary Electrical Services.

6.1.5 Means of Egress: Do not block exits of occupied buildings, including paths from exits to roads.

6.1.6 Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.

6.1.7 Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.

6.1.8 Smoking: Smoking is prohibited except in designated smoking rest areas.

6.2 Operation & Storage Areas

6.2.1 Burial activities at a National Cemetery shall take precedence over Contractor activities. Cemetery interment services cannot be disturbed. To cause the least possible interference with cemetery activities, the Contractor shall cease all work in areas where burials are taking place. Contractor equipment and personnel are prohibited from passing through the service area during this period.

6.2.2 The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized and coordinated with the cemetery director. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature resulting from the Contractor's performance and/or negligence. It is understood that the Government shall not be held responsible for any damage to the Contractor's equipment, materials, supplies or the like which may result from vandalism, theft etc. while on site.

6.2.3 Temporary buildings (e.g., storage sheds, shops, offices), utility connections and staging area may be constructed the Contractor only with the approval of the Contracting Officer, as coordinated with the COR and the cemetery director, and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings, utility connections and staging area shall remain the property of the Contractor and shall be removed by the Contractor at its own expense upon completion of the work. Access to adjacent cemetery utilities will be made available for Contractor temporary buildings in reasonable amounts, as coordinated with the COR and the cemetery director, and shall be metered and utility usage paid for at Contractor's own expense.

6.2.4 Before work operations begin, Contractor shall have the option to provide a chain link fence, six feet minimum height, around the staging area in accordance with the following standards: Provide gates as required for access with necessary hardware, including hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and top and bottom rails with tie wires spaced at maximum 15 inches. Bottom of fences shall extend to one inch above grade.

6.2.5 The Contractor shall provide temporary signage to notify Government personnel and visitors of restricted access to Contractor work areas. Signage shall be provided in any areas inside or outside the construction areas visible to the public that have been directly or indirectly affected stating the following: "WE APOLOGIZE FOR THE UNSEEMLY APPEARANCE WHILE WORK IS BEING DONE. THANK YOU FOR YOUR COOPERATION."

6.3 Utilities Interruptions

6.3.1 No utility services such as roads, sidewalks, water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior approval of the COR.

6.3.2 Contractor shall submit a request to interrupt any such services to COR, in writing, 48 hours in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.

6.3.3 Contractor shall be advised (in writing) of approval of request, or of which other date and/or time such interruption shall cause least inconvenience to operations of Cemetery. Interruption time approved by the cemetery may occur at other than Contractor's normal working hours.

6.3.4 To minimize interference of Contractor activities with flow of Cemetery traffic, the Contractor is to keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings clear of materials, debris, equipment and vehicles. At least one lane must be open to traffic at all times.

6.4 Protection of Existing Vegetation, Grass, Structures, Equipment, Utilities and Improvements

6.4.1 The Contractor shall preserve and protect all existing structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site.

6.4.2 The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party. The Contractor shall immediately notify the COR of any such occurrence and repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor. Refer to paragraph 6.5 Restoration for additional instructions concerning repair of Contractor caused damage to structures and site improvements.

6.4.3 The Contractor shall clean any Government property; including cemetery structures, headstones and monuments; that are soiled or stained because of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures, headstones and monuments at the end of each workday. Any such cleaning or washing shall be brought to the immediate attention of the COR prior to cleaning or washing. No hazardous chemicals shall be used at any time on Government property.

6.4.4 At the end of each day, the Contractor shall remove all debris from the cemetery site resulting from the performance of the work. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site. The Government will not provide receptacle(s) for disposal of debris related to this contract. The Contractor will be permitted to place trash receptacle dumpsters in the COR approved staging area.

6.5 Restoration

6.5.1 Contractor shall remove, cut, alter, replace, patch and repair existing work as necessary. Contractor shall not disturb any water, steam, gas, or electric services without prior approval of the COR or Contracting Officer. Existing work to be altered or extended that is found to be defective in any way, shall be reported to the COR before it is disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original construction, except as otherwise shown or specified.

6.5.2 Upon completion of contract, deliver work complete and undamaged. Existing work (lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. All restoration work shall be accomplished without undue delay.

6.5.3 The Contractor, at its own expense, shall immediately restore to service and repair any damage caused by Contractor's workmen/sub-contractors to existing piping, conduits, wires, cables, etc., of utility services or of fire protection systems and communications systems (including telephone - if applicable), to the work performed under this agreement, which are not scheduled for discontinuance or abandonment.

6.6 Layout of Work: The Contractor shall layout the work and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at Contractor's own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. The Contractor shall be responsible for executing the work to the lines and grades needed to accomplish the work.

6.7 Use of Roadways: For hauling, use only established public roads and roads on cemetery property and, only when authorized by the COR, such temporary roads which are necessary in the performance of contract work. Temporary roads shall be constructed and removed by the Contractor at Contractor's expense. When necessary to cross curbing, sidewalks, or similar construction, must be protected by well-constructed bridges. When materials and/or equipment are transported in the performance of work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. Roadways shall be cleaned with a street sweeper each day as needed to keep the existing roads free from dirt and mud resulting from Contractor operations.

6.8 Temporary Toilets: Temporary toilets shall be provided and removed by the Contractor at Contractor's expense, at the Contractor staging area only, for use of all Contractor workmen. Perform daily maintenance and keep such areas sanitary, clean and free from insects and other fauna. Contractor shall remove all connections and installed appliances prior to completion of contract and restore the premises to existing conditions.

6.9 Availability of Utilities: Access to adjacent cemetery utilities will be made available for Contractor temporary buildings in reasonable amounts, as coordinated with the COR and the cemetery director, and shall be metered and utility usage paid for at Contractor's own expense.

6.10 Historic Preservation: Where the Contractor or any of the Contractor's employees, prior to, or during the construction work, are advised of or discover any possible archeological, historical and/or cultural resources not indicated in paragraph 3.0 Scope of Work, the Contractor shall immediately stop work, verbally notify the COR immediately, and then follow up with a written report to the COR within 24 hrs.

6.11 Identification, Parking, Smoking and VA Regulations

6.11.1 Identification of the Contractor's employees shall be coordinated with the cemetery director (or his/her designated representative) before any work at the cemetery may begin. All Contractor employees shall adhere to each cemetery's Facility Security Policy. It is the responsibility of the Contractor to park in the appropriate designated parking areas. The cemetery shall not invalidate or make reimbursement for parking violations of the Contractor under any conditions.

6.11.2 Smoking is prohibited inside any buildings at the cemetery. Possession of weapons is prohibited from any cemetery buildings and grounds. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

6.12 Insurance (Work on a Government Installation)

6.12.1 The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract, the minimum types and amounts of insurance required by the Contracting Officer.

6.12.2 Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective;

6.12.2.1 For such period as the laws of the State in which this contract is to be performed prescribe; or

6.12.2.2 Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

6.12.3 As determined by the Contracting Officer, the Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation and shall require sub-Contractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor

shall maintain a copy of all sub-Contractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

6.13 Required Documentation: The Contractor shall obtain all necessary and current licenses, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the start of work. The Contractor shall provide the Contracting Officer copies of these required documents with his/her proposal and at other times where the COR or Contracting Officer deems necessary during the execution of the project.

6.14 Contractor Personnel Standards of Behavior (Work on a Government Installation)

6.14.1 Contractor personnel are required to adhere to the following standards of dress, conduct, supervision and training while performing work on a Government Installation. Any violations shall be subject to immediate enforcement action by the Contracting Officer if these standards are not met. Contractor is responsible for training and safety precautions prescribed by OSHA regarding safety equipment and devices. Contractor personnel shall:

6.14.1.1 Be fully clothed at all times, to include upper garment to cover body from the waist to the neck and long pants or slacks. Garments, which have a message, slogan or printing of any kind other than the Contractor's business attire, are prohibited. Uniforms are acceptable.

6.14.1.2 Maintain a neat and professional appearance throughout its workforce, vehicles, equipment, and maintenance areas. Uniforms are acceptable. If uniforms are used, they must be in unison among all employees.

6.14.1.3 Not engage in loud or boisterous behavior, angry outbursts or use profane or abusive language at any time on Government premises. Playing radios and/or electronic games/devices shall only be done at lunchtime and in a designated break area. Due to the sensitive mission of the cemetery, Contractor employees shall come into daily contact with grieving individuals, therefore Contractor employees shall exercise and exhibit absolute decorum, courtesy, and respect while within the cemetery or at its perimeter or entrances. Inquiries from cemetery visitors shall be politely referred to Government cemetery staff. Gratuities of any kind are strictly prohibited.

6.14.1.4 Consume food and beverage only within areas designated by the cemetery director (or his/her designated representative). Intoxication, and violence or criminal acts of any kind shall not be tolerated and is cause for immediate removal from a Government Installation. Use or sale of intoxicating beverages and/or drugs is strictly prohibited and use of tobacco products is only allowed in specific areas designated by the cemetery director (or his/her designated representative).

6.14.1.5 Only take breaks/rest periods, lunch breaks and bathrooms breaks in the Contractor Break Area, designated by the cemetery director (or his/her designated representative), not in the field. Misconduct shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.

6.14.2 The Contractor shall ensure that his/her employees (including Contractor Consultants, Sub-Contractors, etc.) are aware of all the terms and conditions set forth in the contract regarding their performance and conduct.

6.14.3 Dignity Clause: Every action by contractor personnel at a national cemetery must be performed with the special care, reverence, dignity, and respect that acknowledges the cemetery as the final resting place that commemorates the service and sacrifice that service members, Veterans and their families made for our Nation. Critically important is the awareness required of the Contractor employees of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals.

a. Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them. Contractor personnel should use tools approved by the Contracting Officer Representative (COR), such as shovels, pry bars or pinch bars to lift flat markers out of the ground; pick axes are not an acceptable tool.

6.15 Safety

6.15.1 Matters related to safety, and any actions of the Contractor, must meet all safety requirements of the cemetery's Safety Officer, Department of Veterans Affairs, OSHA, and the State. It is the responsibility of the Contractor to be familiar with these requirements. The Contractor shall assign a safety representative who maintains regular and routine contact with the Safety Officer at the cemetery.

6.15.2 The Contractor is required to report all "on-the-job" injuries, all utility strikes, and all damage to government property incurred by the Contractor, its agents or employees, resulting from performance of this contract. Contractor shall verbally notify the COR within twenty-four (24) hours of the injury, utility strike or damage and provide details and exact location of the incident. Contractor shall follow up with a written notice to the COR within forty-eight (48) hours. Any Contractor (including its agents and employees) that knowingly files a false claim may be criminally prosecuted.

6.16 Warranties: The Contractor shall provide a General Warranty and guarantee all work for one (1) year from substantial completion. Any sub-contractor extended warranties provided to the Contractor shall be provided to the Government.

(END OF STATEMENT OF WORK)

B.4 INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

(a) Bidding materials consisting of drawings, specifications and contract forms may be obtained by qualified General (Prime) Contractors interested in submitting bids direct to the Department of Veterans Affairs. A maximum of 3 sets may be issued when requested. Up to 2 sets of drawings and specifications will be furnished upon request to subcontractors for their use in preparing subbids for General (Prime) Contractors. Suppliers and subcontractors listed above shall show in their requests the work or equipment for which they intend to prepare subbids.

(b) One set of drawings and specifications may be obtained by Builders Exchanges, Chambers of Commerce, Quantity Surveyors, trade and microfilming organizations.

(c) Bidding materials may be obtained only upon written application to the issuing office. Offerors should allow 5 working days after receipt of their request by the issuing office for reproduction, in addition to mail delivery time when requesting bidding material.

(d) Subcontractors, material firms and others interested in preparing subbids may, upon application to the issuing office, obtain a list of organizations, such as Builders Exchanges, Chambers of Commerce, Contractors and others, who have received bidding materials.

(e) While no deposit will be necessary, return of the bidding material, postage prepaid, to the issuing office within 10 days after date of opening bids will be required. In case no bid is to be submitted, the return of the bidding material, as soon as this fact has been determined and before the date of opening bids, is requested. If you decide not to bid on this project, please advise the issuing office of your reasons (the contracting officer should modify accordingly if a deposit is required).

(f) If the contract will exceed \$100,000 (see FAR 28.102-1 for lesser amount), the bidder to whom award is made will be required to furnish two bonds, a Payment Bond, SF 25A, and a Performance Bond, SF 25, each in the penal sum as noted in the General Conditions of the Specification. Copies of SFs 25 and 25A may be obtained upon application to the issuing office.

DESCRIPTION OF WORK:

Magnitude of Construction: Between \$25,000 and \$100,000.

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO OFFERORS/OFFERORS

2.1 General Instructions, Evaluation Process, and Proposal Submittal Instruction:

General Instructions

1. NOTICE TO PROSPECTIVE CONTRACTOR(S): Prospective awardees **MUST** be registered with SAM at <http://www.sam.gov>, **Prior to Award** and through final payment, and the Online Representations and Certifications Application (ORCA) at <http://www.sam.gov> prior to award and through final payment. **Contract will not be awarded until SAM registration has been completed.**

2. GOVERNMENT INVOICE ADDRESS:

All invoices from the contractor shall be sent electronically by following instruction as stated at website:

<http://www.fsc.va.gov/einvoice.asp>

OB10 link: <http://www.ob10.com/us/en/veterans-affairs/>

See VAAR clause 852.232-72 Electronic Submission of Payment Requests (NOV 2012).

3. All proposals must be submitted through the Department of Veterans Affairs - Electronic Management System (eCMS) Vendor Portal website in order to be considered for award.

<https://www.vendorportal.ecms.va.gov>

1. Please go to the VA eCMS Vendor Portal website at <https://www.vendorportal.ecms.va.gov> to register. Once on the webpage, proceed to the Vendor Portal Login section located on the far left side of the webpage and click on 'Request a user account' to register. In the event an Offeror is unable to submit a proposal through the Vendor Portal domain, prior to the proposal closing date, contact the VAAS helpdesk at 1-877-634-3739, or via email at VA.Acquisition.Systems@va.gov. Submission of proposals through email will not be accepted. Proposal transmission/uploads must be completed by the date/time specified. Late or incomplete Proposals will not be considered.

2. If Offerors are still unable to submit a proposal through VA eCMS Vendor Portal, the Offerors may submit a CD version of their proposal package as long as VA eCMS Vendor Portal registration requirements have been fulfilled and Offerors have contacted the VAAS helpdesk for assistance in their submission of a proposal. A copy of the email correspondence with the VAAS helpdesk will be forwarded to the Contracting Officer, Iris Chen at iris.chen1@va.gov as proof of email correspondence. If a phone conversation with the VAAS helpdesk proves unsuccessful in an Offeror's ability to submit a proposal prior to the closing date via Vendor Portal, the Offeror shall submit to the Contracting Officer correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a proposal via the Portal. This document will be submitted together with the CD version of the proposal. In the event an Offeror has not requested proposal submission assistance to the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the

Offeror could not submit a proposal via Vendor Portal, the Offeror will be considered non responsive and the CD version of the proposal will not be accepted.

3. If a CD version of the proposal is accepted by the Contracting Officer, the CD version of the proposal may be submitted as an MS Word document. If PDF is preferred, then each Section submitted shall be a separate file. For example, all required licenses, technical proposal, Past Performance Questionnaires, shall all be under separate files and shall be classified as such. The CD shall be categorized in a manner where it is easy to ascertain. Offers who meet stated requirements may submit a CD version of their proposals at the address specified in Block 7 of SF 1442, or if hand carried, to the address shown in block 7, until the date and time specified in SF1442. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation. Offers authorized to submit CD versions of their proposals are to submit their proposals to the Contracting Officer's Office, i.e., the Issuing Office address that appears in Block 7 of the SF-1442 above.

NOTE: if for some reason you want to edit your submission in vendors portal, you must resubmit all documents again. Adding a document might delete the previous submittal.

4. The proposal package should contain the following:

- SF-1442 with completed signature and date and also fill in the DUNS , POC and Email.
- Acknowledgement of any Amendments.
- Price Proposal for all items in the Schedule of Prices. (section B.2)
- Technical proposal – (see below for instructions)
 1. Required Licenses, Bonding-if needed, Insurance, Resumes, etc.
- Past Performance Questionnaire. Fill out and return with Proposal Package. (Attachment H)
- Completed FAR Provision 52.212-3 “Certifications and Representations” and/or indicate whether contractor has completed the annual representations and certifications electronically at <http://www.sam.gov>.

Please upload all as one file except the tech proposal, which should be separate.

4. QUESTIONS: All questions pertaining to this solicitation shall be submitted via email to Iris.Chen1@va.gov no later than 05/15/2015 at 2:00 p.m. EST. Responses to all questions received by this date will be posted on FedBizOops within two (2) business days following 05/15/2015. No questions will be answered by phone calls and no questions will be accepted after that date.

Please note – If any of the Proposal Package information is not provided by the proposal due date, your proposal package may be found Technically Unacceptable.

5. LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE:

This contract includes (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set- Aside.

The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor’s compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor’s offices where the contractor’s business records or other proprietary data are retained and to review such business records regarding the contractor’s compliance with this requirement. All support contractors

conducting this review on behalf of VA will be required to sign an “Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement” to ensure the contractor’s business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining Access to Proprietary Information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor’s compliance with the limitations on subcontracting or percentage of work performance requirement.

6. METHOD OF AWARD:

CASCADING SET-ASIDE PROCEDURE.

The Government will award at the highest possible Tier. The Tiers will be as follows:

1st Tier- Service Disabled Veteran Owned Small Business (SDVOSB)

2nd Tier- Veteran Owned Small Business (VOSB)

3rd Tier- All small businesses

1.1 SOURCE SELECTION PROCESS - LOWEST PRICE TECHNICALLY ACCEPTABLE USING A CASCADING SET-ASIDE PROCEDURE

1.1.1 This is a competitive Request for Proposal (RFP). The Government expects to obtain Best Value in this negotiated acquisition by using the Lowest Price Technically Acceptable (LPTA) Source Selection Approach under FAR Part 15.101-2. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

1.1.2 All of the evaluation factors, except price, will be evaluated on a “Acceptable or Unacceptable” basis. “Acceptable / Unacceptable” Factors will define a standard of comparison for contract Requirements. Offeror’s proposals shall satisfy all of the Government Technical requirements, in order to be determined “Technically acceptable”, otherwise; they will fail to meet and will be considered “Unacceptable”.

1.1.3 All offerors who submit proposals in accordance with the proposal submission instructions will be evaluated for acceptability. Afterwards, all technically acceptable proposals, those given a “Acceptable”, will then be evaluated for price reasonableness on the total proposed price. The lowest reasonably priced proposal will be the determining factor for award selection. Past performance will be considered as well.

METHOD OF AWARD – CASCADE PROCEDURES

2.1 This a competitive Request for Proposals (RFP) using a Three (3)-Tier cascading set-aside procedure. The set-aside requirement will be as follows: First (1st) Tier: Service Disabled Veteran Owned Small Businesses (SDVOSBs), Second (2nd) Tier: Veteran Owned Small Businesses (VOSBs), Third (3rd) Tier: All Small Businesses. Cascading process will be used in conjunction with FAR Part 15, Lowest Price Technically Acceptable (LPTA) source selection process.

Award will be made to a responsible offeror on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-price factors; **only were adequate/sufficient competition is received at a given Tier.**

2.2 Adequate competition exists if; (1) proposals are received from at least two qualified / technically acceptable responsible offerors; (2) each of whom can satisfy the contract's requirements independently; (3) both contend for a contract which will be won by the offeror who submits the lowest evaluated price meeting or exceeding technical requirement and; (4) price is reasonable as determined in accordance with FAR 19.202-6.

If the above is satisfied in Tier 1, Tiers 2 and Tiers 3 proposals will not be considered. If not Tier 2 will be added to the evaluation process. If no proposals received in Tier 2, Tier 3 will be added to the evaluation process.

Evaluation Process For Award

Evaluation Process:

Proposals will be evaluated in accordance with FAR 15.305 Proposal Evaluation.

-SF1442 – original signature, and; Contract Administration Data; DUNS Number, and Solicitation complete with acknowledgement of Solicitation Amendments (if applicable).

-Pricing shall be submitted as requested in the Schedule of Supplies/Services.

The Government intends to award a purchase order resulting from this solicitation using the evaluation method “Lowest Price Technically Acceptable.” This method is appropriate when best value is expected to result from selection of the technically acceptable offer with the lowest evaluated cost/price. Offers will be evaluated for acceptability but not ranked using the non-cost/price factors. Evaluation factors and significant sub factors that establish the requirements of acceptability are set forth below. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors (FAR 15.101-2). The following factors shall be used to evaluate offerors on a lowest cost, technically acceptable bases in accordance with FAR 15.101-2:

A. Price: See cascading set-aside for more information. In addition, include a separate itemized cost estimate breakdown with your priced proposal (e.g. direct labor – sheet metal worker, engineer, etc., direct material/equipment costs, other costs, overhead, G&A, profit, etc...)

B. Technical Qualifications: Technical capability will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in performance of the requirements identified in the SOW. The proposal should not simply restate the Government’s requirements, but it should describe, in detail, how the Offeror intends to meet the requirements. **The following will be evaluated:**

- Experience of company in performing this type of work? Have you done/performed services for a cemetery in the past or other Federal facility in the past? Describe past HVAC projects completed within the last 7 years. Please explain/elaborate. See SOW for more information of what is needed.
- Qualification of Technical/key Personnel (resumes of key personnel, training, experience, certifications)
 - i. Contractor performing this work shall possess a professional master license with a minimum of seven (7) years’ experience in mechanical system installation.
- Sufficient Personnel/Equipment (list)
- Performance Plan:
 - Submit a detailed performance plan to indicate how the contractor plans to meet the goals of the cemetery (i.e. Quality Control Plan, performance schedule, etc. (see SOW)). The contractor’s proposal will be evaluated on how well it meets the performance goals of this contract.

- i. Documents shall also include a Project Narrative, Rough System Layout Drawings, Heating and Cooling Load Calculations and detailed calculations for sizing equipment, duct work and piping for the complete HVAC system. (VOL IA and B)
- ii. The Contractor will note in his Technical Approach in details whether or not the Heating Load Calculations determine if supplemental heat is required with the selected Heat Pump System(s). Should the Contractor determine that supplemental heat is required; the Contractor shall provide electric resistance heating coil(s) built into the indoor Air Handling Unit. The supplemental heat shall be as recommended and installed by the Air Handling Unit manufacturer. (VOL IA and B)
- iii. Elaborate if the existing Electrical Infrastructure can accommodate the proposed new System as described in Section 5.0 of the SOW or not.

C. Past Performance: Past performance will be evaluated for quality, schedule (ie recent), price control, business relations, management and relevance (ie experience in providing services similar in size, scope, and complexity as described in the SOW). If no past performance information is readily available, the Offeror’s past performance will be evaluated as Neutral. FAR 15.305(a)(2) will be used to evaluate past performance of prospective offerors. Responsibility determination will be made in accordance with FAR 9.1 Responsible Prospective Contractors.

- i. Provide at least three (3) references to include same or similar work. Use Past Performance Questionnaire (Attachment H). You must include accurate and current POC name, telephone numbers and email addresses for each reference.

Note: The Government will research information and data bases to aid in establishing contractor’s responsibility and ability to perform. The databases include, but are not limited to Experian, PPIRS, EPLS, VetBiz and SBA.

Offerors shall also provide a copy of their insurance with bid proposal, or before an award.

Proposal Submittal Instruction

See table below to summarize how to submit a proposal.

Volume	Factor	File Name on CD	Page Limitations
Volume I.	Technical Qualifications: answers to the above and Required Cert., Licenses, Resumes, etc.	Tech.doc/pdf	20
Volume II	Past Performance	Past Perf.doc/pdf	Up to 6 page narrative for Prime and 6 pages each Sub (if any).
Volume III	Price Schedule, Include Cost Estimate Breakdown	Price.xls/pdf/doc	No Limits
Volume IV	Signed SF-1442, Bonding	ReqDocs.doc/pdf	No Limits

	(if needed, Insurance, other docs, FAR Provision 52.212-3, etc.		
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Please upload all as one file except the tech proposal, which should be separate.

2.2 ADDITIONAL REQUIREMENTS FOR BAR CHART SCHEDULE

A. Original Schedule: The following information shall be furnished as minimum for each activity on the initial bar chart schedule.

- Activity Description
- Estimated Duration
- Responsibility (Trade) and Manpower (Crew size)
- Planned Start and Completion Dates
- Activity Cost

B. Updated Schedules and Updating Procedures

(1) The contractor shall submit, at intervals of 30 calendar days, an updated bar chart schedule of the actual construction progress. The bar chart schedule shall show the activities or portions of activities started and/or completed during the reporting period and their updated monetary percentage value(s) as a basis for the contractor's monthly progress report (payment request).

(2) The contractor shall adjust the activity bars on the bar chart schedule to reflect the actual progress and the remaining activity durations. The updated bar chart schedule shall show at a minimum the following:

- Actual start and completion dates for activities started and/or completed during the reporting period.
- VA issued changes to the original contract requirements that change the contractor's original sequence of work.
- Contractor changes in work sequence, durations, responsibility, manpower, and activity costs.

C. All contract changes durations proposed by the contractor shall be reviewed and approved by the Contracting Officer prior to insertion into the updated bar chart schedule. The updated bar chart schedule shall include all contract changes issued during the reporting period.

(End of Clause)

2.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of Provision)

2.4 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (May 2014)

(a)

(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)

(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

2.5 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
2.1%	6.9 %

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any Tiers for construction work under the contract resulting from this solicitation. The notification shall list the—

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Bucks County, PA.

(End of Provision)

2.6 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American—Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

2.7 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits will be on 05/13/2015 at 10am:

Brian K. Barnes, Cemetery Director.....(304) 265-2044

Chad M. Mayle, Cemetery Caretaker Supervisor.....(304) 265-2044

Address: Grafton National Cemetery

431 Walnut Street,

Grafton, WV 26354

Email: Chad.Mayle@va.gov

Brian.Barnes@va.gov

(End of Provision)

2.8 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

2.9 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes . Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End)

2.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012
52.236-28	PREPARATION OF PROPOSALS-CONSTRUCTION	OCT 1997

(End of Provision)

REPRESENTATIONS AND CERTIFICATIONS

3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)

- (1) The North American Industry classification System (NAICS) code for this acquisition is 238220 *[insert NAICS code]*.
- (2) The small business size standard is \$15 mill *[insert size standard]*.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
 - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
 - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

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- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$79,507 or more (D) but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

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(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

GENERAL CONDITIONS

4.1 SBA ACT 8(d)(13)(B)**(B) NOTICE.—**

(i) **IN GENERAL.**—A prime contractor for a covered contract shall notify in writing the contracting officer for the covered contract if the prime contractor pays a reduced price to a subcontractor for goods and services upon completion of the responsibilities of the subcontractor or the payment to a subcontractor is more than 90 days past due for goods or services provided for the covered contract for which the Federal agency has paid the prime contractor.

(ii) **CONTENTS.**—A prime contractor shall include the reason for the reduction in a payment to or failure to pay a subcontractor in any notice made under clause (i).

4.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 30 days. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

4.3 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

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(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 221310 assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

(End of Clause)

4.4 RESERVED

4.5 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

(a) *Definitions.* As used in this clause—

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any Tiers, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means any article, material, or supply incorporated directly into construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means—

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(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign Construction Material			
Domestic Construction Material			
Item 2:			
Foreign Construction Material			
Domestic Construction Material			

[List name, address, telephone number, and contact for suppliers surveyed Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of Clause)

4.6 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JUL 2000)

(a) The Contractor shall submit one of the following payment protections:

a payment bond;

an irrevocable letter of credit; or

a certificate of deposit.

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 15 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of Clause)

4.7 52.252-2 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JULY 2013
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH	AUG 2013
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014
52.211-12	LIQUIDATED DAMAGES – CONSTRUCTION	SEP 2000
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2014
52.222-7	WITHHOLDING OF FUNDS	MAY 2014

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52.222-8	PAYROLLS AND BASIC RECORDS	MAY 2014
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	MAY 2014
52.222-12	CONTRACT TERMINATION—DEBARMENT	MAY 2014
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2014
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JUL 1997
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION	MAY 2008
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	JAN 2012
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	MAY 2014
52.228-14	IRREVOCABLE LETTER OF CREDIT	NOV 2014
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY 2014
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	MAY 2014
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991

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52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-1	CHANGES – FIXED PRICE ALT II	AUG 1987
52.243-5	CHANGES AND CHANGED CONDITIONS	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2015
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC 2014
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.249-10	DEFAULT	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

4.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

4.9 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

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(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

4.10 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) *Definition.* For the Department of Veterans Affairs, "Veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans;

(ii) The management and daily business operations of which are controlled by one or more veterans;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Veteran" is defined in 38 U.S.C. 101(2).

(b) *General.* (1) Offers are solicited only from veteran-owned small business concerns. All service-disabled veteran-owned small businesses are also determined to be veteran-owned small businesses if they meet the criteria identified in paragraph (a)(1) of this section. Offers received from concerns that are not veteran-owned small business concerns shall not be considered.

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(2) Any award resulting from this solicitation shall be made to a veteran-owned small business concern.

(c) *Agreement.* A veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible veteran-owned small business concerns;

(2) Supplies (other than acquisition from a non-manufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible veteran-owned small business concerns.

(d) A joint venture may be considered a veteran-owned small business concern if:

(1) At least one member of the joint venture is a veteran-owned small business concern, and makes the following representations: That it is a veteran-owned small business concern, and that it is a small business concern under the NAICS code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement;

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation; and

(4) The joint venture meets the requirements of 13 CFR 125.15(b), except that the principal company may be a veteran-owned small business concern or a service-disabled veteran-owned small business concern.

(e) Any veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

4.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

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(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

4.12 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002)

The clause entitled "Inspection of Construction" in FAR 52.246-12 is supplemented as follows:

(a) Inspection of materials and articles furnished under this contract will be made at the site by the resident engineer, unless otherwise provided for in the specifications.

(b) Final inspection will not be made until the contract work is ready for beneficial use or occupancy. The contractor shall notify the contracting officer, through the resident engineer, fifteen (15) days prior to the date on which the work will be ready for final inspection.

(End of Clause)

4.13 VAAR 852.236-76 CORRESPONDENCE (APR 1984)

All correspondence relative to this contract shall bear Specification Number, Project Number, Department of Veterans Affairs Contract Number, title of project and name of facility.

(End of Clause)

4.14 VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002)

Any materials, equipment, or workmanship specified by references to number, symbol, or title of any specific Federal, Industry or Government Agency Standard Specification shall comply with all applicable provisions of such standard specifications, except as

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limited to type, class or grade, or modified in contract specifications. Reference to "Standards" referred to in the contract specifications, except as modified, shall have full force and effect as though printed in detail in specifications.

(End of Clause)

4.15 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)

(a) The work will be under the direction of the Department of Veterans Affairs contracting officer, who may designate another VA employee to act as resident engineer at the construction site.

(b) Except as provided below, the resident engineer's directions will not conflict with or change contract requirements.

(c) Within the limits of any specific authority delegated by the contracting officer, the resident engineer may, by written direction, make changes in the work. The contractor shall be advised of the extent of such authority prior to execution of any work under the contract.

(End of Clause)

4.16 852.236-79 DAILY REPORT OF WORKERS AND MATERIAL (APR 1984)

The contractor shall furnish to the resident engineer each day a consolidated report for the preceding work day in which is shown the number of laborers, mechanics, foremen/forewomen and pieces of heavy equipment used or employed by the contractor and subcontractors. The report shall bear the name of the firm, the branch of work that they perform, such as concrete, plastering, masonry, plumbing, sheet metal work, etc. The report shall give a breakdown of employees by crafts, location where employed, and work performed. The report shall also list materials delivered to the site on the date covered by the report.

(End of Clause)

4.17 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984)

(a) Nothing contained in this contract shall be construed as creating any contractual relationship between any subcontractor and the Government. Divisions or sections of specifications are not intended to control the contractor in dividing work among subcontractors, or to limit work performed by any trade.

(b) The contractor shall be responsible to the Government for acts and omissions of his/her own employees, and of the subcontractors and their employees. The contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers.

(c) The Government or its representatives will not undertake to settle any differences between the contractor and subcontractors or between subcontractors.

(d) The Government reserves the right to refuse to permit employment on the work or require dismissal from the work of any subcontractor who, by reason of previous unsatisfactory work on Department of Veterans Affairs projects or for any other reason, is considered by the contracting officer to be incompetent or otherwise objectionable.

(End of Clause)

4.18 VAAR 852.236-82 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS) (APR 1984)

(a) Retainage:

(1) The contracting officer may retain funds:

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(i) Where performance under the contract has been determined to be deficient or the contractor has performed in an unsatisfactory manner in the past; or

(ii) As the contract nears completion, to ensure that deficiencies will be corrected and that completion is timely.

(2) Examples of deficient performance justifying a retention of funds include, but are not restricted to, the following:

(i) Unsatisfactory progress as determined by the contracting officer;

(ii) Failure to meet schedule in Schedule of Work Progress;

(iii) Failure to present submittals in a timely manner; or

(iv) Failure to comply in good faith with approved subcontracting plans, certifications, or contract requirements.

(3) Any level of retention shall not exceed 10 percent either where there is determined to be unsatisfactory performance, or when the retainage is to ensure satisfactory completion. Retained amounts shall be paid promptly upon completion of all contract requirements, but nothing contained in this subparagraph shall be construed as limiting the contracting officer's right to withhold funds under other provisions of the contract or in accordance with the general law and regulations regarding the administration of Government contracts.

(b) The contractor shall submit a schedule of cost to the contracting officer for approval within 30 calendar days after date of receipt of notice to proceed. Such schedule will be signed and submitted in triplicate. The approved cost schedule will be one of the bases for determining progress payments to the contractor for work completed. This schedule shall show cost by the branches of work for each building or unit of the contract, as instructed by the resident engineer.

(1) The branches shall be subdivided into as many sub-branches as are necessary to cover all component parts of the contract work.

(2) Costs as shown on this schedule must be true costs and, should the resident engineer so desire, he/she may require the contractor to submit the original estimate sheets or other information to substantiate the detailed makeup of the schedule.

(3) The sum of the sub-branches, as applied to each branch, shall equal the total cost of such branch. The total cost of all branches shall equal the contract price.

(4) Insurance and similar items shall be prorated and included in the cost of each branch of the work.

(5) The cost schedule shall include separate cost information for the systems listed in the table in this paragraph (b)(5). The percentages listed below are proportions of the cost listed in the contractor's cost schedule and identify, for payment purposes, the value of the work to adjust, correct and test systems after the material has been installed. Payment of the listed percentages will be made only after the contractor has demonstrated that each of the systems is substantially complete and operates as required by the contract.

VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM

System	Percent
Pneumatic tube system	10
Incinerators (medical waste and trash)	5
Sewage treatment plant equipment	5
Water treatment plant equipment	5

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Washers (dish, cage, glass, etc.)	5
Sterilizing equipment	5
Water distilling equipment	5
Prefab temperature rooms (cold, constant temperature)	5
Entire air-conditioning system (Specified under 600 Sections)	5
Entire boiler plant system (Specified under 700 Sections)	5
General supply conveyors	10
Food service conveyors	10
Pneumatic soiled linen and trash system	10
Elevators and dumbwaiters	10
Materials transport system	10
Engine-generator system	5
Primary switchgear	5
Secondary switchgear	5
Fire alarm system	5
Nurse call system	5
Intercom system	5
Radio system	5
TV (entertainment) system	5

(c) In addition to this cost schedule, the contractor shall submit such unit costs as may be specifically requested. The unit costs shall be those used by the contractor in preparing his/her bid and will not be binding as pertaining to any contract changes.

(d) The contracting officer will consider for monthly progress payments material and/or equipment procured by the contractor and stored on the construction site, as space is available, or at a local approved location off the site, under such terms and conditions as such officer approves, including but not limited to the following:

(1) The material or equipment is in accordance with the contract requirements and/or approved samples and shop drawings.

(2) Only those materials and/or equipment as are approved by the resident engineer for storage will be included.

(3) Such materials and/or equipment will be stored separately and will be readily available for inspection and inventory by the resident engineer.

(4) Such materials and/or equipment will be protected against weather, theft and other hazards and will not be subjected to deterioration.

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(5) All of the other terms, provisions, conditions and covenants contained in the contract shall be and remain in full force and effect as therein provided.

(6) A supplemental agreement will be executed between the Government and the contractor with the consent of the contractor's surety for off-site storage.

(e) The contractor, prior to receiving a progress or final payment under this contract, shall submit to the contracting officer a certification that the contractor has made payment from proceeds of prior payments, or that timely payment will be made from the proceeds of the progress or final payment then due, to subcontractors and suppliers in accordance with the contractual arrangements with them.

(f) The Government reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, payrolls, weekly statements of compliance, proof of title, nondiscrimination compliance reports, or any other things required by this contract, have been submitted to the satisfaction of the contracting officer.

(End of Clause)

4.19 VAAR 852.236-84 SCHEDULE OF WORK PROGRESS (NOV 1984)

(a) The contractor shall submit with the schedule of costs, a progress schedule that indicates the anticipated installation of work versus the elapsed contract time, for the approval of the contracting officer. The progress schedule time shall be represented in the form of a bar graph with the contract time plotted along the horizontal axis. The starting date of the schedule shall be the date the contractor receives the "Notice to Proceed." The ending date shall be the original contract completion date. At a minimum, both dates shall be indicated on the progress schedule. The specific item of work, i.e., "Excavation", "Floor Tile", "Finish Carpentry", etc., should be plotted along the vertical axis and indicated by a line or bar at which time(s) during the contract this work is scheduled to take place. The schedule shall be submitted in triplicate and signed by the contractor.

(b) The actual percent completion will be based on the value of installed work divided by the current contract amount. The actual completion percentage will be indicated on the monthly progress report.

(c) The progress schedule will be revised when individual or cumulative time extensions of 15 calendar days or more are granted for any reason. The revised schedule should indicate the new contract completion date and should reflect any changes to the installation time(s) of the items of work affected.

(d) The revised progress schedule will be used for reporting future scheduled percentage completion.

(End of Clause)

4.20 VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)

(a) The wage determination decision of the Secretary of Labor is set forth in section GR, General Requirements, of this contract. It is the result of a study of wage conditions in the locality and establishes the minimum hourly rates of wages and fringe benefits for the described classes of labor in accordance with applicable law. No increase in the contract price will be allowed or authorized because of payment of wage rates in excess of those listed.

(b) The contractor shall submit the required copies of payrolls to the contracting officer through the resident engineer or engineer officer, when acting in that capacity. Department of Labor Form WH- 347, Payroll, available from the Superintendent of Documents, Government Printing Office, Washington, DC 20402, may be used for this purpose. If, however, the contractor or subcontractor elects to use an individually composed payroll form, it shall contain the same information shown on Form WH-347, and in addition be accompanied by Department of Labor Form WH-348, Statement of Compliance, or any other form containing the exact wording of this form.

(End of Clause)

4.21 VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)

Public Law 107-217 (40 U.S.C. 3172) authorizes the constituted authority of States to apply their workers compensation laws to all lands and premises owned or held by the United States.

(End of Clause)

4.22 VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)

The Resident Engineer on all assigned construction projects, or other Department of Veterans Affairs employee if designated in writing by the Contracting Officer, shall serve as Safety Officer and as such has authority, on behalf of the Contracting Officer, to monitor and enforce Contractor compliance with FAR 52.236-13, Accident Prevention. However, only the Contracting Officer may issue an order to stop all or part of the work while requiring satisfactory or corrective action to be taken by the Contractor.

(End of Clause)

4.23 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)

(a) Paragraphs (a)(1) through (a)(4) apply to proposed contract changes costing over \$500,000.

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of Tiers. When certified cost or pricing data are required under FAR Subpart 15.403, the cost or pricing data shall be submitted in accordance with FAR 15.403-5.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit a proposal, which includes the information required by paragraph (a)(1), for cost of changes in work within 30 calendar days.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (a)(1) or (a)(2) of this clause is not received within 30 calendar days or if agreement has not been reached.

(4) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(b) Paragraphs (b)(1) through (b)(11) apply to proposed contract changes costing \$500,000 or less:

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of Tiers. When certified cost or pricing data or information other than cost or pricing data are required under FAR 15.403, the data shall be submitted in accordance with FAR 15.403-5. No itemized breakdown will be required for proposals amounting to less than \$1,000.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the

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change order is issued, the contractor shall submit within 30 calendar days, a proposal that includes the information required by paragraph (b)(1) for the cost of the changes in work.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (b)(1) or (b)(2) of this clause is not received within 30 calendar days, or if agreement has not been reached.

(4) Allowances not to exceed 10 percent each for overhead and profit for the party performing the work will be based on the value of labor, material, and use of construction equipment required to accomplish the change. As the value of the change increases, a declining scale will be used in negotiating the percentage of overhead and profit. Allowable percentages on changes will not exceed the following: 10 percent overhead and 10 percent profit on the first \$20,000; 7-1/2 percent overhead and 7-1/2 percent profit on the next \$30,000; 5 percent overhead and 5 percent profit on balance over \$50,000. Profit shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs.

(5) The prime contractor's or upper-Tiers subcontractor's fee on work performed by lower-Tiers subcontractors will be based on the net increased cost to the prime contractor or upper-Tiers subcontractor, as applicable. Allowable fee on changes will not exceed the following: 10 percent fee on the first \$20,000; 7-1/2 percent fee on the next \$30,000; and 5 percent fee on balance over \$50,000.

(6) Not more than four percentages, none of which exceed the percentages shown above, will be allowed regardless of the number of Tiers of subcontractors.

(7) Where the contractor's or subcontractor's portion of a change involves credit items, such items must be deducted prior to adding overhead and profit for the party performing the work. The contractor's fee is limited to the net increase to contractor of subcontractors' portions cost computed in accordance herewith.

(8) Where a change involves credit items only, a proper measure of the amount of downward adjustment in the contract price is the reasonable cost to the contractor if he/she had performed the deleted work. A reasonable allowance for overhead and profit are properly includable as part of the downward adjustment for a deductive change. The amount of such allowance is subject to negotiation.

(9) Cost of Federal Old Age Benefit (Social Security) tax and of Worker's Compensation and Public Liability insurance appertaining to changes are allowable. While no percentage will be allowed thereon for overhead or profit, prime contractor's fee will be allowed on such items in subcontractors' proposals.

(10) Overhead and contractor's fee percentages shall be considered to include insurance other than mentioned herein, field and office supervisors and assistants, security police, use of small tools, incidental job burdens, and general home office expenses and no separate allowance will be made therefore. Assistants to office supervisors include all clerical, stenographic and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating and expediting relative to contract changes are associated with field and office supervision and are considered to be included in the contractor's overhead and/or fee percentage.

(11) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(End of Clause)

4.24 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)

(a) Reference is made to the clause entitled "Buy American Act--Construction Materials," FAR 52.225-9.

(b) Notwithstanding a bidder's right to offer identifiable foreign construction material in its bid pursuant to FAR 52.225-9, VA does not anticipate accepting an offer that includes foreign construction material.

(c) If a bidder chooses to submit a bid that includes foreign construction material, that bidder must provide a listing of the specific foreign construction material he/she intends to use and a price for said material. Offerors must include bid prices for comparable

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domestic construction material. If VA determines not to accept foreign construction material and no comparable domestic construction material is provided, the entire bid will be rejected.

(d) Any foreign construction material proposed after award will be rejected unless the bidder proves to VA's satisfaction: (1) it was impossible to request the exemption prior to award, and (2) said domestic construction material is no longer available, or (3) where the price has escalated so dramatically after the contract has been awarded that it would be unconscionable to require performance at that price. The determinations required by (1), (2), and (3) of this paragraph shall be made in accordance with Subpart 825.2 and FAR 25.2.

(e) By signing this bid, the bidder declares that all articles, materials and supplies for use on the project shall be domestic unless specifically set forth on the Bid Form or addendum thereto.

(End of Clause)

4.25 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)

(a) Signing of the bid shall be deemed to be a representation by the bidder that:

(1) Bidder is a construction contractor who owns, operates, or maintains a place of business, regularly engaged in construction, alteration, or repair of buildings, structures, and communications facilities, or other engineering projects, including furnishing and installing of necessary equipment; or

(2) If newly entering into a construction activity, bidder has made all necessary arrangements for personnel, construction equipment, and required licenses to perform construction work; and

(3) Upon request, prior to award, bidder will promptly furnish to the Government a statement of facts in detail as to bidder's previous experience (including recent and current contracts), organization (including company officers), technical qualifications, financial resources and facilities available to perform the contemplated work.

(b) Unless otherwise provided in this contract, where the use of optional materials or construction is permitted, the same standard of workmanship, fabrication and installation shall be required irrespective of which option is selected. The contractor shall make any change or adjustment in connecting work or otherwise necessitated by the use of such optional material or construction, without additional cost to the Government.

(c) When approval is given for a system component having functional or physical characteristics different from those indicated or specified, it is the responsibility of the contractor to furnish and install related components with characteristics and capacities compatible with the approved substitute component as required for systems to function as noted on drawings and specifications. There shall be no additional cost to the Government.

(d) In some instances it may have been impracticable to detail all items in specifications or on drawings because of variances in manufacturers' methods of achieving specified results. In such instances the contractor will be required to furnish all labor, materials, drawings, services and connections necessary to produce systems or equipment which are completely installed, functional, and ready for operation by facility personnel in accordance with their intended use.

(e) Claims by the contractor for delay attributed to unusually severe weather must be supported by climatological data covering the period and the same period for the 10 preceding years. When the weather in question exceeds in intensity or frequency the 10-year average, the excess experienced shall be considered "unusually severe." Comparison shall be on a monthly basis. Whether or not unusually severe weather in fact delays the work will depend upon the effect of weather on the branches of work being performed during the time under consideration.

(End of Clause)

4.26 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

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Any special warranties that may be required under the contract shall be subject to the elections set forth in the FAR clause at 52.246-21, Warranty of Construction, unless otherwise provided for in such special warranties.

(End of Clause)

4.27 VAAR 852.246-75 WARRANTY FOR CONSTRUCTION-GUARANTEE PERIOD SERVICES (JAN 2008)

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Should the contractor fail to prosecute the work or fail to proceed promptly to provide guarantee period services after notification by the contracting officer, the Government may, subject to the default clause contained at FAR 52.249-10, Default (Fixed-Price Construction), and after allowing the contractor 10 days to correct and comply with the contract, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or unsatisfactorily performed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damages to the Government resulting from the contractor's refusal or failure to complete the work within this specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(End of Clause)

4.28 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the ASTM. The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

SECTION – D CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT – A: 2 FUNCTIONAL PERFORMANCE TEST CHECKLISTS	page 69
ATTACHMENT – B: WAGE DETERMINATION	page 70
ATTACHMENT – C: CONTRACT DISCREPANCY REPORT	page 77
ATTACHMENT – D: CONTRACTOR PRODUCTION REPORT	page 78
ATTACHMENT – E: CONTRACTOR QUALITY REPORT	page 79
ATTACHMENT – F: SF1413	page 80
ATTACHMENT – G: DEPARTMENT OF LABOR PAYROLL FORM	page 81
ATTACHMENT – H: PAST PERFORMANCE QUESTIONNAIRE	page 83

ATTACHMENT A - Functional Performance Test Checklists

Functional Performance Test Checklist - Air Cooled Heat Pump Unit:

For Outdoor Unit: [_____]

1. Functional Performance Test: Contractor shall demonstrate operation of refrigeration system in accordance with Manufacturers specifications including the following: Start building air handler to provide load for condensing unit. Activate controls system start sequence as follows.

a. Start air handling unit. Verify control system energizes condensing unit start sequence. _____

b. Verify and record data in 2 and 3 below.

c. Shut off air handling equipment to verify condensing unit de-energizes. _____

d. Restart air handling equipment one minute after condensing unit shut down. Verify condensing unit restart sequence. _____

2. Verify condensing unit amperage each phase and voltage phase to phase and phase to ground.

Motor Full-Load Amps _____

Amperage Phase 1 _____ Phase 2 _____ Phase 3 _____

Voltage Ph1-Ph2 _____ Ph1-Ph3 _____ Ph2-Ph3 _____

Voltage Ph1-gnd _____ Ph2-gnd _____ Ph3-gnd _____

3. Record the following information:

Ambient dry bulb temperature _____ degrees CF

Suction pressure _____ kPa gaugepsig

Discharge pressure _____ kPa gaugepsig

4. Unusual vibration, noise, etc.

5. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date:

Commissioning Contractor _____

Contracting Officer's Representative (COR) _____

Functional Performance Test Checklist - Air Handling Unit

For (Indoor) Air Handling Unit: [_____]

1. Functional Performance Test: Contractor shall verify operation of air handling unit in accordance with specification including the following:

a. The following shall be verified when the supply fan operating mode is initiated:

- (1) All dampers in normal position prior to fan start _____.
- (2) All valves in normal position prior to fan start _____.
- (3) System safeties allow start if safety conditions are met. _____

b. Occupied mode of operation:

- (1) Outside air damper at minimum position. _____
- (2) Return air damper open. _____
- (3) Relief air damper at set position. _____

c. The following shall be verified when the supply fan "off" mode is initiated:

- (1) Fan de-energizes. _____
- (2) Outside air damper _____

d. Verify cooling coil and heating coil operation by varying thermostat set point from cooling set point to heating set point and returning to cooling setpoint _____

e. Verify safety shut down initiated by low temperature protection thermostat _____.

f. Verify occupancy schedule is programmed into time clock/ _____.

2. Certification: We the undersigned have witnessed the above functional performance tests and certify that the item tested has met the performance requirements in this section of the specifications.

Signature and Date

Commissioning Contractor _____

Contracting Officer's Representative _____

ATTACHMENT B - DAVIS BACON ACT WAGE DETERMINATION

The DOL Wage Determination for this solicitation and any contract awarded is available at <http://www.wdol.gov>. Please note the listing below is not an all-inclusive wage determination of each area of performance and construction type for this locality. It is the contractor's responsibility to obtain and evaluate each wage determination for individual localities in order to be in compliance with the Davis Bacon Act.

General Decision Number: WV150027 03/20/2015 WV27

Superseded General Decision Number: WV20140027

State: West Virginia

Construction Type: Building

County: Taylor County in West Virginia.

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/23/2015
2	03/20/2015

ASBE0002-002 08/01/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 37.61	22.82

BOIL0667-005 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 35.98	22.23

BRWV0015-004 06/01/2013

	Rates	Fringes
BRICKLAYER Bricklayer & Brick Pointer/Caulker/Cleaner.....	\$ 29.07	17.43

BRWV0015-010 06/01/2013

	Rates	Fringes
MASON - STONE.....	\$ 29.07	17.43

CARP0476-005 12/01/2013

	Rates	Fringes
CARPENTER (Including Drywall		

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Hanging and Form Work).....\$ 27.81 16.74

 CARP1755-003 12/01/2013

	Rates	Fringes
MILLWRIGHT.....	\$ 32.46	18.59

 * ELEC0596-006 06/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 33.49	21.06

 ENGI0132-006 12/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
GROUP 1.....	\$ 34.76	18.53
GROUP 2.....	\$ 34.41	18.53
GROUP 3.....	\$ 33.41	18.53
GROUP 4.....	\$ 22.91	18.53

GROUP 1: All Friction Cranes, Tower Cranes and all Cranes with 180 ft. or more of boom including mast and jibs or lifting capacity of 100 tons or more and hoists with 30,000 pound line pull or more

GROUP 2: Operating Cranes and Tower Cranes with a lifting capacity of 15 tons and over

GROUP 3: Backhoe, Excavator, Bulldozer, all other Cranes

GROUP 4: Bobcat/Skid Steer/Skid Loader, Oiler

 IRON0549-008 12/01/2014

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing, and Structural).....	\$ 32.72	16.49

 LABO0379-007 12/01/2014

	Rates	Fringes
LABORER		
Mason Tender - Cement/Concrete.....	\$ 21.39	15.30

 LABO0984-009 12/01/2014

	Rates	Fringes
LABORER		
Group 1.....	\$ 21.03	15.30
Group 2.....	\$ 21.39	15.30

LABORER CLASSIFICATIONS

GROUP 1: Carpenter Tender, Common or General, Water Boy

GROUP 2: Concrete Worker, Dewatering, Grade Checker, Mason Tender-Brick, Mortar Mixer, Rigging and Signaling, Scaffold Builder (Brick and Masonry), Skytrak Forklift Operator

 LABO1149-004 12/01/2014

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	Rates	Fringes
LABORER		
Asphalt Raker.....	\$ 21.17	15.80

PAIN0091-012 12/01/2013		
	Rates	Fringes
PAINTER (Brush, Roller and Spray).....	\$ 23.31	13.96

* PAIN1195-002 12/01/2014		
	Rates	Fringes
GLAZIER.....	\$ 30.00	7.57

PLAS0887-009 12/01/2011		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.26	12.31

PLUM0152-009 11/01/2014		
	Rates	Fringes
PLUMBER.....	\$ 31.94	27.79

SFWV0669-003 07/01/2013		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 30.77	18.37

SHEE0033-003 06/01/2014		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 29.28	21.80

* UAVG-WV-0004 12/09/2014		
	Rates	Fringes
LABORER (Pipelayer).....	\$ 24.28	14.70

* UAVG-WV-0011 12/10/2014		
	Rates	Fringes
PAINTER (Drywall Finishing/Taping).....	\$ 24.55	14.55

* UAVG-WV-0018 12/10/2014		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 29.10	27.36

SUWV2012-025 08/13/2012		
	Rates	Fringes
OPERATOR: Forklift.....	\$ 33.09	3.00
ROOFER.....	\$ 24.28	9.32

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Truck Driver: Single and
Double Axle Dump Trucks.....\$ 28.52 3.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than "SU" or
"UAVG" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this
classification, which in this example would be Plumbers. 0198
indicates the local union number or district council number
where applicable, i.e., Plumbers Local 0198. The next number,
005 in the example, is an internal number used in processing
the wage determination. 07/01/2014 is the effective date of the
most current negotiated rate, which in this example is July 1,
2014.

Union prevailing wage rates are updated to reflect all rate
changes in the collective bargaining agreement (CBA) governing
this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that
no one rate prevailed for this classification in the survey and
the published rate is derived by computing a weighted average
rate based on all the rates reported in the survey for that
classification. As this weighted average rate includes all
rates reported in the survey, it may include both union and
non-union rates. Example: SULA2012-007 5/13/2014. SU indicates
the rates are survey rates based on a weighted average
calculation of rates and are not majority rates. LA indicates
the State of Louisiana. 2012 is the year of survey on which
these classifications and rates are based. The next number, 007
in the example, is an internal number used in producing the
wage determination. 5/13/2014 indicates the survey completion
date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a
new survey is conducted.

Union Average Rate Identifiers

VA786-15-R-0185

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT C – CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT				
Contract Number:		Report No. for this Discrepancy:		
To: (Contractor/Manager's Name)		From: (Name of COR)		
5. Dates				
5a. Prepared:	5b. Returned by Contractor:	5c. Action Complete:		
Discrepancy or Problem: (Describe in detail. Include reference to PWS Directive; attach additional sheet if necessary.)				
<hr/> <hr/> <hr/> <hr/>				
Signature of Contracting Officer or COR:				
8a. To: (Contracting Officer and/or COR)		8b. From: (Contractor)		
9. Contractor Response as to Cause, Corrective Action and Actions to Prevent Recurrence: (attach additional sheet if necessary.)				
<hr/> <hr/> <hr/> <hr/>				
10a. Signature of Contractor Representative:			10b. Date:	
11. Government Evaluation: (Acceptance, partial acceptance, reflection; attach additional sheet if necessary.)				
<hr/> <hr/> <hr/> <hr/>				
12. Government Actions: (Reduced payment, cure notice, show cause, other)				
<hr/> <hr/> <hr/> <hr/>				
13. Close Out				
	Name	Title	Signature	Date
Contractor Notified				
b. COR				
c. CO				

ATTACHMENT D – CONTRACTOR PRODUCTION REPORT

ATTACHMENT D - CONTRACTOR PRODUCTION REPORT (ATTACH ADDITIONAL SHEETS IF NECESSARY)				DATE	
CONTRACT NO:		TITLE AND LOCATION		REPORT NO	
CONTRACTOR			SUPERINTENDENT		
AM WEATHER		PM WEATHER		MAX TEMP (F)	MIN TEMP (F)
WORK PERFORMED TODAY					
Schedule Activity No.	WORK LOCATION AND DESCRIPTION	EMPLOYER	NUMBER	TRADE	HRS
CODE COMPLIANT					
Is the installation of equipment and material code complaint?					
If it is code compliant what specific requirement (section, number) does it meet?					
JOB SAFETY		WAS A JOB SAFETY MEETING HELD THIS DATE? (If YES attach copy of the meeting minutes) <input type="checkbox"/> YES <input type="checkbox"/> NO		TOTAL WORK HOURS ON JOB SITE, THIS DATE, INCL CON'T SHEETS	
		WERE THERE ANY LOST TIME ACCIDENTS THIS DATE? (If YES attach copy of completed OSHA report) <input type="checkbox"/> YES <input type="checkbox"/> NO		CUMULATIVE TOTAL OF WORK HOURS FROM PREVIOUS REPORT	
WAS CRANE/MANLIFT/TRENCHING/SCAFFOLD/HV ELEC/HIGH WORK/ HAZMAT WORK DONE? (If YES attach statement or checklist showing inspection performed.) <input type="checkbox"/> YES <input type="checkbox"/> NO				TOTAL WORK HOURS FROM START OF CONSTRUCTION	
WAS HAZARDOUS MATERIAL/WASTE RELEASED INTO THE ENVIRONMENT? (If YES attach description of incident and proposed action.) <input type="checkbox"/> YES <input type="checkbox"/> NO					
Schedule Activity No.	LIST SAFETY ACTIONS TAKEN TODAY/SAFETY INSPECTIONS CONDUCTED			<input type="checkbox"/> SAFETY REQUIREMENTS HAVE BEEN MET.	
EQUIPMENT/MATERIAL RECEIVED TODAY TO BE INCORPORATED IN JOB (INDICATE SCHEDULE ACTIVITY NUMBER)					
Schedule Activity No.	Submittal #	Description of Equipment/Material Received			
CONSTRUCTION AND PLANT EQUIPMENT ON JOB SITE TODAY. INDICATE HOURS USED AND SCHEDULE ACTIVITY NUMBER.					
Schedule Activity No.	Owner	Description of Construction Equipment Used Today (incl Make and Model)			Hours Used
Schedule Activity No.	REMARKS				
By signing this report the signee is in agreement that the installations and information in this report are accurate, have been inspected and are compliant with the contract documents, specific code requirements and Specification Section 01-40-01 1.5					
_____ CONTRACTOR/SUPERINTENDENT				_____ DATE	

ATTACHMENT E – CONTRACTOR QUALITY CONTROL REPORT

ATTACHMENT – E CONTRACTOR QUALITY CONTROL REPORT (ATTACH ADDITIONAL SHEETS IF NECESSARY)				DATE		
				REPORT NO		
PHASE	CONTRACT NO	CONTRACT TITLE				
PREPARATORY	WAS PREPARATORY PHASE WORK PREFORMED TODAY? YES <input type="checkbox"/> NO <input type="checkbox"/>				IF YES, FILL OUT AND ATTACH SUPPLEMENTAL PREPARATORY PHASE CHECKLIST.	
	Schedule Activity No.	Definable Feature of Work			Index #	
INITIAL	WAS INITIAL PHASE WORK PREFORMED TODAY? YES <input type="checkbox"/> NO <input type="checkbox"/>				IF YES, FILL OUT AND ATTACH SUPPLEMENTAL INITIAL PHASE CHECKLIST.	
	Schedule Activity No.	Definable Feature of Work			Index #	
FOLLOW-UP	WORK COMPLIES WITH CONTRACT AS APPROVED DURING INITIAL PHASE? YES <input type="checkbox"/> NO <input type="checkbox"/>				WORK COMPLIES WITH SAFETY REQUIREMENTS? YES <input type="checkbox"/> NO <input type="checkbox"/>	
	Schedule Activity No.	Description of Work, Testing Performed & By Whom, Definable Feature of Work, Specification Section, Location and List of Personnel Present				
REWORK ITEMS IDENTIFIED TODAY (NOT CORRECTED BY CLOSE OF BUSINESS)			REWORK ITEMS CORRECTED TODAY (FROM REWORK ITEMS LIST)			
Schedule Activity No.	Description	Schedule Activity No.	Description			
REMARKS (Also Explain Any Follow-Up Phase Checklist Item From Above That Was Answered "NO"), Manuf. Rep On-Site, etc.						
Schedule Activity No.	Description					
On behalf of the contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report.				AUTHORIZED QC MANAGER AT SITE	DATE	
GOVERNMENT QUALITY ASSURANCE REPORT				DATE		
QUALITY ASSURANCE REPRESENTATIVE'S REMARKS AND/OR EXCEPTIONS TO THE REPORT						
Schedule Activity No.	Description					
				GOVERNMENT QUALITY ASSURANCE MANAGER	DATE	

STATEMENT AND ACKNOWLEDGMENT

OMB Control Number: 9000-0014
Expiration Date:

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average .05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0014, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME			a. NAME		
b. STREET ADDRESS			b. STREET ADDRESS		
c. CITY		d. STATE	e. ZIP CODE	c. CITY	
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARDING FIRM					

b. DESCRIPTION OF WORK BY SUBCONTRACTOR

8. PROJECT		9. LOCATION	
10a. NAME OF PERSON SIGNING		11. BY (Signature)	
10b. TITLE OF PERSON SIGNING			
		12. DATE SIGNED	

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation (if included in prime contract see Block 6) Payrolls and Basic Records Withholding of Funds Disputes Concerning Labor Standards Compliance with Construction Wage Rate Requirements and Related Regulations	Construction Wage Rate Requirements Apprentices and Trainees Compliance with Copeland Act Requirements Subcontracts (Labor Standards) Contract Termination - Debarment Certification of Eligibility
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14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A		C	
B		D	
15a. NAME OF PERSON SIGNING		16. BY (Signature)	
15b. TITLE OF PERSON SIGNING			
		17. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

ATTACHMENT H – PAST PERFORMANCE QUESTIONNAIRE

INSTRUCTIONS: Offerors must identify previous federal, state, and local government and private contracts that they have completed and that are similar to the contract being evaluated. List at least three (3), but no more than five (5) contracts for evaluation limited to the last five (5) years. (One contract reference per form, Form may be duplicated)

NOTE: If you have performed any National Cemetery Administration contracts list them first.

Contractor (you) Information:

Name: _____

Address: _____

Telephone Number: _____

E-mail: _____

Contract Information:

Name of company/agency you provided service for: _____

Contract Number: _____

Type of Contract: _____

Contract Dollar Value: _____

Date of Award: _____

Status: Completed, Yes ___ No ___ If not completed, projected completion date _____

If not completed, why? _____

Were you the Prime? _____ were you the Sub? _____

Point of Contact Information for the company/agency you serviced:

Name of the Contract Person & their position: _____

Address: _____

Telephone Number: _____

E-mail: _____

Description of Supply/Service(s) provided, location & relevancy of work:

Complexity of Product/Service, if any:

Percentage of Work completed by your company/by subcontractor:

(End of Section)